



# MIAMI BEACH

## City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive  
January 11, 2006

Mayor David Dermer  
Vice-Mayor Richard L. Steinberg  
Commissioner Matti Herrera Bower  
Commissioner Simon Cruz  
Commissioner Luis R. Garcia, Jr.  
Commissioner Saul Gross  
Commissioner Jerry Libbin

City Manager Jorge M. Gonzalez  
City Attorney Murray H. Dubbin  
City Clerk Robert E. Parcher

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### ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

*Special note: In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to the alternate meeting date which will only be held if needed. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.*

Call to Order - 9:00 a.m.  
Inspirational Message, Pledge of Allegiance  
Requests for Additions, Withdrawals, and Deferrals

#### Presentations and Awards

PA Presentations and Awards

#### Consent Agenda

C2 Competitive Bid Reports Requests  
C4 Commission Committee Assignments  
C6 Commission Committee Reports  
C7 Resolutions

#### Regular Agenda

R2 Competitive Bid Reports  
R5 Ordinances  
R7 Resolutions  
R9 New Business and Commission  
R10 City Attorney Reports

#### Reports and Informational Items

**Presentations and Awards**

- PA1 Certificates Of Appreciation To Be Presented To Dr. Abraham Lavender, Carolyn Klepser And Seth Bramson For Their Dedicated Efforts To Preserve The Historical Archives. (Page 2)  
(Requested by Mayor David Dermer)
- PA2 Certificates Of Appreciation To Be Presented To The City Of Miami Beach Public Safety Staff That Assisted In The Search And Rescue On December 19, 2005, Airplane Crash At Government Cut.  
(Requested by Vice-Mayor Richard Steinberg)
- PA3 Certificate Of Appreciation To Be Presented To Mr. Peter Loftin For Offering And Donating Casa "Casuarina," As A Venue In Effort To Help Raise Funds For Various Charitable Events.  
(Requested by Commissioner Matti Herrera Bower)

**CONSENT AGENDA**

**Action:**  
**Moved:**  
**Seconded:**  
**Vote:**

**C2 - Competitive Bid Reports**

- C2A Request For Approval To Purchase From Freightliner Of South Florida, In The Amount Of \$133,404, One (1) 2007 Thomas 47 Capacity Conventional School Bus, And One (1) 2007 Thomas 47 Capacity Conventional School Bus With Rear ADA Compliant Lift, Pursuant To Florida Department Of Education Contract No. 2005-15. (Page 5)  
(Fleet Management)
- C2B Request For Approval To Reject All Bids Received In Response To Invitation To Bid No. 01-05/06, For The Purchase Of Litter Control Services. (Page 8)  
(Public Works)

**C4 - Commission Committee Assignments**

- C4A Referral To The Finance And Citywide Projects Committee - The Jewish Museum's Request For A \$500,000 Grant From The City To Help Fund The Renovation Of Their Recently Acquired Building.  
(Page 28)  
(Requested by Commissioner Saul Gross)

**C4 - Commission Committee Assignments** (Continued)

- C4B Referral To The Neighborhoods/Community Affairs Committee - Proposed Land Exchange Of Miami Beach Housing Authority 17th Street Site For City-Owned West Lots On Collins Avenue. (Page 30)  
(City Manager's Office)
- C4C Referral To The Neighborhoods/Community Affairs Committee - Discussion Of Issuance Of An RFQ For Feasibility Study Of Undergrounding Utilities In The City Of Miami Beach. (Page 36)  
(Requested by Vice-Mayor Richard L. Steinberg)
- C4D Referral To The Neighborhoods/Community Affairs Committee - Discussion Regarding Allowing Dogs To Use The Beach For Swimming, North Of The South Pointe Pier. (Page 44)  
(Requested by Commissioner Saul Gross)
- C4E Referral To The Neighborhoods/Community Affairs Committee - Discussion Regarding The Sexual Predator Ordinance Issue. (Page 48)  
(Requested by Commissioner Saul Gross)
- C4F Referral To The Neighborhoods/Community Affairs Committee And The Finance And Citywide Projects Committee A Discussion Item Regarding The Issuance Of A New Request For Proposals For The Management And Operation Of 1) Green (Farmers) Market On Lincoln Road; 2) Street Market On Espanola Way; 3) Street Market In Normandy Village; And 4) Antique And Collectibles Market On Lincoln Road. (Page 52)  
(Asset Management)

**C6 - Commission Committee Reports**

- C6A Report Of The Neighborhoods/Community Affairs Committee Meeting On November 29, 2005: **1)** Discussion Regarding An Ordinance Revising The Regulation And Administration Of Newspaper Racks; **2)** Report On Pilot Program To Allow Dogs On The Beachwalk; And **3)** Discussion Regarding The One-Way Feasibility Study Of Harding Avenue From 69th Street To 72nd Street. (Page 55)
- C6B Report Of The Land Use And Development Committee On A December 12, 2005: **1)** Discussion Regarding Jacksonville Barrier Removal Ordinance / ADA Pilot Project. (Page 63)
- C6C Report Of The Finance And Citywide Projects Committee Meeting On December 21, 2005: **1)** Discussion Regarding The City Of Miami Beach And Miami City Ballet Proposed Term Sheet; **2)** Discussion Regarding The Proposed Issuance Of City Of Miami Beach Water And Sewer Bonds; **3)** Discussion Regarding The Internal Audit Plan For Fiscal Year 2005/06; And **4)** Discussion Regarding The Proposed Land Exchange Of City-Owned Property Located At 1833 Bay Road For The Privately-Owned Property Located At 1825 West Avenue. (Page 65)

**C6 - Commission Committee Reports** (Continued)

- C6D Report Of The G.O. Bond Oversight Committee Meeting On December 5, 2005: **1)** Contingency Report; **2)** Discussion Items: A. 2006 Meeting Dates; **3)** Project Status Report: A. Update On Fire Station #2; B. Update On Fire Station No. 4; C. Normandy Isle Park And Pool; And **4)** Informational Item: A. Updated Calendar Of Scheduled Community Meetings. (Page 73)

**C7 - Resolutions**

- C7A A Resolution Authorizing The Mayor And City Clerk To Execute Two Lease Agreements Between The City Of Miami Beach And The Following Not-For-Profit Cultural Entities: 1) Arts And Business Council Of Miami, Inc., For The Use Of Approximately 280 Square Feet Of Office Space; And 2) Florida Dance Association, Inc., For The Use Of Approximately 560 Square Feet Of Office Space; All In Suite 402 Of The City-Owned Building, Located At 1701 Meridian Avenue, Miami Beach, Florida; Each Lease Agreement For A Term Of Three Hundred Sixty Four (364) Days, Commencing On February 1, 2006, And Ending On January 30, 2007. (Page 76)  
(Asset Management)
- C7B A Resolution Approving An Assignment And First Amendment To That Certain Lease Agreement By And Between The City And The Miami Beach Federal Credit Union (MBFCU), Dated July 30, 2003, For The Lease Of Approximately 1350 Square Feet Of City-Owned Property, Located At 1701 Meridian Avenue, Miami Beach, Florida, Which Provides For MBFCU (As Tenant/Assignor) To Assign Its Leasehold Interest To The Dade County Federal Credit Union (As The New Tenant/Assignee); Further Authorizing The Mayor And City Clerk To Execute Same. (Page 101)  
(Asset Management)
- C7C A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 3, In The Amount Of \$73,741, To The Agreement Between The City Of Miami Beach And URS Corporation - Southern, Dated June 27, 2001, To Provide Hydrogeologic Consulting Services For The Preparation Of The Reasonable Assurance Report For The Miami Beach Golf Club Maintenance Building, To Address The Concerns Of The Department Of Environmental Protection (FDEP); Amendment To Be Funded By The 2001 Gulf Breeze Fund Previously Appropriated For The Miami Beach Golf Course, In The Amount Of \$5,349.78; By The Stormwater Fund Previously Appropriated For The Public Works Department Environmental Work, In The Amount Of \$32,837.78; And Appropriating Funding, In The Amount Of \$35,553.44, From The American Golf Settlement. (Page 114)  
(Capital Improvement Projects)
- C7D A Resolution Setting A Public Hearing To Obtain Public Comment Regarding The Proposed Sale/Exchange Of City Property, Located At 1833 Bay Road. (Page 133)  
(Capital Improvement Projects)



**C7 - Resolutions** (Continued)

- C7E A Resolution Authorizing The City Manager Or His Designee To Enter Into An Urban And Community Forestry Grant Memorandum Of Agreement With The State Of Florida, Department Of Agriculture And Consumer Services, Division Of Forestry, In An Amount Not To Exceed \$75,000, For Funding For The City's Tree Planting Program; Further Appropriating The Grant If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To This Application. (Page 140)

(Grants Management)

- C7F A Resolution Accepting The Recommendation Of The City Manager Pursuant To Request For Proposals (RFP) No. 37-04/05 For Temporary Personnel Services; Authorizing The Administration To Enter Into Negotiations With Ten (10) Temporary Personnel Agencies; And Further Authorizing The Mayor And City Clerk To Execute Agreements Upon The Completion Of Successful Negotiations By The Administration. (Page 145)

(Procurement)

- C7G A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Professional Services Agreement With The Corradino Group, In The Amount Of \$265,000, For The Preparation Of A Coastal Communities Transportation Master Plan (CCTMP), Utilizing \$111,546 In Metropolitan Planning Organization Grant Funds, And \$163,454 In Concurrency Mitigation Funds, As Previously Appropriated For This Purpose By Resolution No. 2005-25923, Dated June 8, 2005, And Pursuant To Resolution No. 2005-26025, Dated October 19, 2005, Which Authorized Contract Negotiations; And Further Providing That The \$10,000 CCTMP Fund Balance Be Set Aside By The City As Contingency. (Page 156)

(Public Works)

- C7H A Resolution Approving And Authorizing The Mayor And City Clerk To Execute The Attached Non-Exclusive Easement To Florida Power & Light Company (FP&L) For The Provision Of Underground Conduits, Wiring And A Transformer Pad At Maurice Gibb Memorial Park (Formerly Island View Park), Located At Sunset Harbor Drive And 18th Street. (Page 177)

(Public Works)

- C7I A Resolution Authorizing The Mayor And City Clerk To Execute A Maintenance Memorandum Of Agreement (MMOA) With The Florida Department Of Transportation (FDOT); Acknowledging The City's Responsibility For The Maintenance Of The Decorative Asphaltic Surfaces In The Pedestrian Crosswalks On Fifth Street, From West Avenue To Collins Avenue, Which Will Be Funded And Constructed By FDOT, At The City's Request, As Part Of FDOT's Resurfacing Project Number 414636-1-52-01. (Page 184)

(Public Works)

**C7 - Resolutions** (Continued)

- C7J A Resolution Authorizing The Appropriation Of An Additional \$101,594 In Concurrency Mitigation Funds To Complete The \$194,732 Funding Packet Needed To Implement A Traffic Signal Improvements Project On Alton Road At 8th, 11th, 15th And 16th Streets; The \$93,138 Fund Balance Being Already Available Pursuant To Resolution No. 2002-24796, Dated March 20, 2002, Which Appropriated Florida Department Of Transportation (FDOT) Grant Funds Matched By City Funds For The Purpose; Authorizing The Advancement Of \$194,732 In Concurrency Mitigation Funds For Subsequent, Partly Reimbursement By The \$70,000 In FDOT Grant Funds; And Further Stating That The Project Will Be Implemented Utilizing An Existing Job Order Contracting (JOC) Mechanism Available To The Public Works Department. (Page 195)  
(Public Works)
- C7K A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Professional Services Agreement With Arts For Learning/Miami, A Not For Profit Corporation Which Is The Only Arts Service Provider Approved By Miami-Dade County Public Schools (MDCPS) To Provide In-School Curriculum Based Arts Education, To Provide After School And Summer Camp Arts Education Programs At Various City Parks, Public Schools, And Day Care Centers (As Shall Be Determined By The City Administration) For The Remainder Of Fiscal Year 2005/2006, In The Amount Of \$50,000, With The Option, At The City's Sole Discretion, To Extend Said Agreement For One Additional Year, Contingent Upon Funding Availability. (Page 208)  
(Tourism & Cultural Development)
- C7L A Resolution Setting A Public Hearing For February 8, 2006, To Hear Public Comment Regarding A Proposed Lease Agreement Between The City And Miami City Ballet, Inc., For The Lease Of The Ballet Studio Facility Building, Located At 2200 Liberty Avenue, Miami Beach, Florida; Said Lease Subject To And Contingent Upon The City's Proposed Purchase Of The Ballet Building. (Page 219)  
(Finance Department)
- C7M A Resolution Approving The Communications Site Lease Agreement With Nextel South Corporation ("Nextel") In The Amount Of Three Thousand Dollars (\$3,000) Per Month, For Approximately Two Thousand Five Hundred (2,500) Square Feet Of Space On The Roof Of The Building Located At 1550 Collins Avenue, Miami Beach, For The Limited Purpose Of Nextel Making Appropriate Engineering And Boundary Surveys, Inspections, And Other Reasonably Necessary Investigations And Signal, Topographical, Geotechnical, Structural And Environmental Tests And Cable Tray, Conduit And Riser Space, And All Other Access And Utility Easements Necessary Or Desirable; Authorizing The Mayor And City Clerk To Execute The Communications Site Lease Agreement Attached Hereto. (Page 240)  
(Information Technology)

**End of Consent Agenda**



## **Presentations and Awards**

PA1 Certificates Of Appreciation To Be Presented To Dr. Abraham Lavender, Carolyn Klepser And Seth Bramson For Their Dedicated Efforts To Preserve The Historical Archives.

(Requested by Mayor David Dermer)

PA2 Certificates Of Appreciation To Be Presented To The City Of Miami Beach Public Safety Staff That Assisted In The Search And Rescue On December 19, 2005, Airplane Crash At Government Cut.

(Requested by Commissioner Richard Steinberg)

PA3 Certificate Of Appreciation To Be Presented To Mr. Peter Loftin For Offering And Donating Casa "Casuarina," As A Venue In Effort To Help Raise Funds For Various Charitable Events.

(Requested by Commissioner Matti Herrera Bower)

AGENDA ITEM PA1-3  
DATE 1-11-06

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**Condensed Title:**

Request For Approval To Purchase From Freightliner Of South Florida, In The Amount Of \$133,404.00, One (1) 2007 Thomas 47 Capacity Conventional School Bus, And One (1) 2007 Thomas 47 Capacity Conventional School Bus With Rear ADA Compliant Lift, Pursuant To Florida Department Of Education Contract No. 2005-15.

**Key Intended Outcome Supported:**

Increase satisfaction with recreational programs.

**Issue:**

Shall the Mayor and City commission approve the purchase?

**Item Summary/Recommendation:**

The 2007 Thomas 47 Capacity ADA compliant School Bus with A/C and rear lift is a budgeted replacement and will be funded by the Fleet Management Fund Capital Account. This vehicle will be utilized by the Recreation Division of the Parks and Recreation Department to provide free transportation for both children and adults to attend programmed activities throughout the year. The School Bus will be equipped with a rear ADA compliant lift, 2 wheel chair positions, air conditioning, PA system with radio, seatbelts, bus lock up system, and a 20 cubic foot capacity storage area.

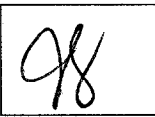
The 2007 Thomas 47 Capacity conventional School Bus is a budgeted addition and will be funded by the General Fund - Parks and Recreation Capital Account. This vehicle will be utilized by the Recreation Division of the Parks and Recreation Department to not only provide free daily transportation for children in the north end to the City's recreational facilities in Normandy Park and North Shore Park but will also be used on an as needed basis to serve both children and adults for other programmed activities throughout the year. The School Bus will be equipped with air conditioning, PA system with radio, seatbelts, bus lock up system, and a 20 cubic foot capacity storage area.

The Administration recommends approving the purchase.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
 OBPI	1	\$69,007.00	510-1780-000673
	2	\$64,397.00	011-0950-000673
	3		
	4		
	Total	\$133,404.00	

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Andrew E. Terpak

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AET  GL 	RCM 	JMG 



MIAMI BEACH

AGENDA ITEM C2A  
DATE 1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager *JMG*

DATE: January 11, 2006

SUBJECT: **REQUEST FOR APPROVAL TO PURCHASE FROM FREIGHTLINER OF SOUTH FLORIDA, IN THE AMOUNT OF \$133,404.00, ONE (1) 2007 THOMAS 47 CAPACITY CONVENTIONAL SCHOOL BUS, AND ONE (1) 2007 THOMAS 47 CAPACITY CONVENTIONAL SCHOOL BUS WITH REAR ADA COMPLIANT LIFT, PURSUANT TO FLORIDA DEPARTMENT OF EDUCATION CONTRACT NO. 2005-15.**

### ADMINISTRATION RECOMMENDATION

Approve the purchase.

### FUNDING

Funding is available from the following accounts:

\$64,397.00 Parks and Recreation Fund Capital Account 011-0950-000673.  
\$69,007.00 Fleet Management Fund Capital Account 510-1780-000673.

### ANALYSIS

The 2007 Thomas 47 Capacity ADA compliant School Bus with A/C and rear lift is a budgeted replacement and will be funded by the Fleet Management Fund Capital Account. This vehicle will be utilized by the Recreation Division of the Parks and Recreation Department to provide free transportation for both children and adults to attend programmed activities throughout the year. The School Bus will be equipped with a rear ADA compliant lift, 2 wheel chair positions, air conditioning, PA system with radio, seatbelts, bus lock up system, and a 20 cubic foot capacity storage area.

The 2007 Thomas 47 Capacity conventional School Bus is a budgeted addition and will be funded by the General Fund - Parks and Recreation Capital Account. This vehicle will be utilized by the Recreation Division of the Parks and Recreation Department to not only provide free daily transportation for children in the north end to the City's recreational facilities in Normandy Park and North Shore Park but will also be used on an as needed basis to serve both children and adults for other programmed activities throughout the year. This purchase will allow us to move forward in our migration from 15 passenger vans into buses, which are designed to meet State and Federal safety standards for transporting school age children. Continued use of passenger vans for the stated Park and Recreation purposes is no longer permitted by Federal guidelines and State law. The School Bus will be equipped with air conditioning, PA system with radio, seatbelts, bus lock up system, and a 20 cubic foot capacity storage area.



The vehicle listed below has met or exceeded the established criteria for replacement:

<b>Veh#</b>	<b>Dept.</b>	<b>Year</b>	<b>Make/Model</b>	<b>Mileage</b>	<b>Life To Date Maintenance</b>	<b>Condition</b>
095001	0950	1988	Bluebird TC2000	38,792	\$39,585.49	Poor

Criteria for replacement of vehicles are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

All deadlined vehicles and equipment are used as a trade-in or sold at public auction. This process effectively reduces our cost of ownership and completes the life cycle.

### **CONCLUSION**

In order to continue meeting the needs of the residents of Miami Beach the Administration recommends that the City Commission approve the purchase of both the 47 capacity ADA compliant School bus and the 47 capacity conventional School Bus, from Freightliner of South Florida, pursuant to Florida Department of Education Contract No. 2005-15 in the amount of 133,404.00.

**Condensed Title:**

Request Approval To Reject All Bids Received In Response To Invitation To Bid No. 01-05/06 For The Purchase Of Litter Control Services.

**Key Intended Outcome Supported:**

Improve cleanliness of Miami Beach rights of way, especially in business areas.

**Issue:**

Shall the City reject all bids?

**Item Summary/Recommendation:**

The 2005 City of Miami Beach community survey showed level of cleanliness as an important indicator for resident perception of whether the City is better, the same, or worse versus a few years ago. In response to this portion of the community survey, the City developed a Key Intended Outcome (KIO) to improve cleanliness of Miami Beach rights of way, especially in business areas. To accomplish the cleanliness KIO, the City Commission approved funding to enhance the level of service in the following business corridors: 41st Street and all side streets, 71st Street and all side streets, Harding Avenue to include Abbot, Byron and Carlyle Avenues and all side streets.

Since the new enhanced levels of service for the above three business corridors required the hiring of a significant number of new employees, the City Administration decided to issue a bid to determine if qualified private contractors were available in the market place to perform litter control services in the business corridors at a reasonable price and improved quality of cleanliness.

Because the low bidder's price is 89% lower than the next low bidder and has not provided quality level of service to the City of Miami Beach and the City of Doral who terminated Superior Landscape's contract based on unnecessary additional costs. The second low bidder has a living wage and performance issues, and the other three bidders have prices above the cost of performing the service in-house. The City Administration recommends rejection of all bids. The Public Works Department Sanitation Division will perform the service.

REJECT ALL BIDS.

**Advisory Board Recommendation:****Financial Information:**

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

OBPI

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Extension 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
RH _____ FB <i>FLB</i>	RCM _____	JMG <i>JMG</i>



MIAMI BEACH

AGENDA ITEM C2B  
DATE 1-11-06



## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission  
FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **REQUEST FOR APPROVAL TO REJECT ALL BIDS RECEIVED IN  
RESPONSE TO INVITATION TO BID NO. 01-05/06 FOR THE PURCHASE  
OF LITTER CONTROL SERVICES**

### ADMINISTRATION RECOMMENDATION

Reject all bids.

### BACKGROUND

The 2005 City of Miami Beach community survey listed level of cleanliness as important indicators for resident perception of whether the City is better, the same, or worse versus a few years ago and for their perception of the value of City services for tax dollar paid.

In response to this portion of the community survey, the City developed a Key Intended Outcome (KIO) to improve cleanliness of Miami Beach rights-of-way, especially in the business areas. In order to meet the improve cleanliness KIO, the City Commission approved funding to provide enhanced sanitation levels of service on the following business corridors:

1. 41<sup>st</sup> Street and all side streets;
2. 71<sup>st</sup> Street and all side streets; and
3. Harding Avenue to include Abbot, Byron and Carlyle Avenues and all side streets.

Since the new enhanced levels of service for the above three business corridors required the hiring of a significant number of new employees, the City Administration decided to issue a bid to determine if qualified private contractors were available in the market place to perform litter control services in the business corridors at a reasonable price and improved quality of cleanliness.

### ANALYSIS

The Bid was issued on October 17, 2005, with an opening date of November 22, 2005. BidNet issued bid notices to 36 prospective contractors. The bid tabulation table is shown below:

	Superior Landscaping	Florida Lawn Service, Inc.	Neighborhood Maintenance Inc.	1-866 Junk Be Gone	Kemp Group International
41st St. Corridor Annual Price	\$87,000.00	\$127,401.00	N/A	\$159,120.00	\$234,000.00
71st St. Corridor Annual Price	\$107,760.00	\$254,802.00	N/A	\$242,256.00	\$234,000.00
Indian Creek Annual Price	\$75,360.00	\$127,401.00	N/A	\$242,256.00	\$234,000.00
All Location Total Price (Annual)	\$270,120.00	\$509,604.00	\$529,999.92	\$643,632.00	\$702,000.00

Based on the following, it is the Administration recommendation that it is in the best interest of the City to reject all bids:

Superior Landscaping (\$270,120)

- Low bidder's (Superior's) price is 89% lower than the next low bidder's price (see tabulated results above).
- The low bidder's proposal of \$270,170 is approximately half of the Sanitation Division's cost estimate of \$526,707. It is the professional opinion of the Sanitation Division Director that the level of service specified in the scope of work is impossible to perform for the amount bid by Superior Landscaping.
- Low bidder (Superior) has a history of inaccurate pricing.
- Low bidder (Superior) changed their quoted price on a Beach-walk request for quote issued by Parks and Recreation from \$2,710 to \$4,534 per service within a one-month time period.
- The Parks & Recreation's Contract Administrator states that their responsiveness to demands or suggestions are "fair"; meeting completion time and delivery of project is "fair"; and that Superior "recently has not been as responsive as needed."
- The City of Doral had made numerous attempts to obtain from Superior, the level of service as stipulated in their Median Maintenance Services Contract. Based on unnecessary additional costs that the City of Doral had incurred, Superior's contract was terminated, effective December 11<sup>th</sup>, 2005.

Florida Lawn (\$509,604)

- Florida Lawn, the second lowest bidder, has a Living Wage issue that must be resolved. Florida Lawn provided the Procurement Division with payroll records that listed their employees who are assigned to perform Landscape Maintenance Services. Said payroll records reflected one of their employees (Mr. Pascual Tomas) as being paid \$8.00 per hour, which does not adhere to the City's Living Wage requirements. This potential Living Wage violation is being investigated.
- The Parks & Recreation's Contract Administrator states that Florida Lawn's quality of work is "fair"; meeting completion time and delivery of project is "fair"; and that "landscape services are weak".

Neighborhood Maintenance (\$529,999)

- The next low bidder, Neighborhood Maintenance's price (\$529,999) is higher than the Sanitation Department's estimated cost of \$526,707. Additionally, the Parks & Recreation's Contract Administrator states that the overall satisfaction is "fair"; and that she would not recommend this company.

The last two bidders' pricing is much higher than Sanitation's cost estimate.

The continuous litter control and debris removal services as outlined in the Bid scope of work will be provided by the City's Sanitation Division of Public Works Department. Assessments relative to the Sanitation Division maintaining a standard level of no less than two (2) on the attached Cleanliness Index will be conducted pursuant to the City's Cleanliness Index Program.

The City Administration has developed and implemented a Cleanliness Index program with defined cleanliness standards and a formal inspection program conducted by City employees and citizens. The Cleanliness Index Program regularly evaluates the cleanliness of different public areas of the City using a clearly defined set of ratings and based on best practices. Throughout the development of citywide rating criteria and the methodology for periodic sampling for public area cleanliness, the City envisions providing an enhanced level of service on major thoroughfares, especially in business/commercial areas.

### **Objective of the Cleanliness Index**

The objective of the Public Area Cleanliness Index is to define a set of standards that can be used to measure the cleanliness of the City of Miami Beach's public areas. The public areas that will be measured by this index are as follows:

<b>Public Area</b>	<b>Department Responsible for Cleanliness</b>
Streets and Sidewalks (includes medians, alleys, and adjacent public green space areas)	Sanitation
Parks	Parks and Recreation
Surface Parking Lots	Parking
Waterways	Sanitation
Beach Areas (Beaches, Sand Dunes, Boardwalk / Beachwalk / Serpentine, and the beach spoils)	Sanitation / Parks and Recreation

Using this index assessments of the public areas are conducted to score the cleanliness of the area based on contributing factors. The cleanliness index and assessments will assist in achieving the following:

- The index will provide a quantitative measurement to gauge the cleanliness of the City as it relates to the vision statement.
- The departments responsible for cleaning the public area can use the data captured by the index to direct their efforts in improving their maintenance functions. For example, Sanitation Division may use their cleanliness rating score to evaluate whether the service level assigned to a street and sidewalk is sufficient to keep the area acceptably clean.
- The index can assist the departments in determining what factors affect the cleanliness of the public area.
- The index can evaluate if different initiatives and service levels are effective in making the public area cleaner.

The cleanliness index and assessment process for the Miami Beach public areas was defined by first researching and leveraging the best practices from various national and international municipalities and organizations. These municipalities and organizations include New York City, Washington D.C., San Francisco, Miami-Dade County Parks, Florida Center for Solid and Hazardous Waste Management, Toronto, Keep America Beautiful, Keep Cincinnati Beautiful, and various others.

The Sanitation, Parks and Recreation, and Parking departments provided information and assisted in defining the cleanliness index and assessment process.

## **Assessment Areas and Frequencies**

The Sanitation, Parks and Recreation, and Parking departments have reviewed and agreed to use the cleanliness index to conduct assessments internally on either a weekly or monthly basis. The frequency of assessments discussed in this section is pertinent to those assessments currently conducted by OBPI on a quarterly basis.

The areas to be assessed and the frequency of the assessments are specific to each of the public areas. Public areas are currently assessed at different times of the day and at different times of the week. The number of times a specific public area is assessed is dependent on the land usage. At a minimum, a selected public area will be assessed twice in a quarter: once during the weekday and once during the weekend. Assessments are conducted during the following times:

- Weekday Daytime (between 8am and 5pm)
- Weekday Nighttime (between 8pm and 12am)
- Weekend Daytime (between 8am and 5pm)
- Weekend Nighttime (between 8pm and 12am)
- Weekend Late Night (between 12am and 8am)

### **Streets / Sidewalks**

Currently, the City conducts cleanliness assessments of its streets and sidewalks each quarter. Streets and sidewalks are assessed by block face segments. The sample size or the number of streets/sidewalks assessed is based on a 95% confidence interval  $\pm 5\%$ . The sample size is then segmented and the frequency is determined based on the land usage. The assessment details for the streets and sidewalks are as follows:

- *Commercial-Entertainment Streets and Sidewalks*  
Each sample block segment will be assessed 5 times each quarter (Weekday Daytime, Weekday Night, Weekend Daytime, Weekend Night, and Weekend Late Night).
- *Commercial-Non-Entertainment Streets and Sidewalks*  
Each sample block segment will be assessed 3 times each quarter (Weekday Daytime, Weekend Daytime, and Weekend Night).
- *Residential Streets and Sidewalks*  
Each sample block segment will be assessed 2 times each quarter (Weekday Daytime and Weekend Daytime).

In situations, where the assessments are delayed, a best effort will be made to assess at least 30 block segments in each of the street usage classifications in that quarter.

## **Assessments Specific to the Litter Control Services**

For assessments specific to the litter control services described in Bid #01-05/06, a separate assessment sample will be identified and assessed each quarter within the contracted area. The sample will consist of randomly selected street block face segments within the contracted area. The sample size or the number of street block segments assessed each quarter the number of streets/sidewalks required to be assessed to provide at least a 95% confidence interval  $\pm 5\%$ . Each of the randomly selected street block segments will be assessed twice a quarter: once during the

weekday daytime hours (between 8am and 5pm) and once during the weekend daytime hours (between 8am and 5pm).

The Public Works Department's Sanitation Division will be responsible for maintaining a standard level of no less than Two (2) on the City's Cleanliness Index during the daytime hours of 8 am to 5 pm from Thursday to Monday.

**CONCLUSION**

The Administration recommends that all bids be rejected.

T:\AGENDA\2006\jan1106\consent\LitterControl Services Commission Memo.doc



November 29, 2005

**VIA HAND DELIVERY**

Mr. Julio Valdes  
Superior Landscaping & Lawn Services, Inc.  
2200 NW 23<sup>rd</sup> Avenue  
Miami, FL 33142

Re: Contract Termination

Dear Mr. Valdes:

Despite our numerous attempts, the City has not been able to make contact and/or follow up with the work stipulated on the Scope of Services –Section 2 of Right-of-Way and Median Maintenance Services Contract; and as a result, we have incurred additional costs and unnecessary hardship in order to keep the level-of-service that our residents deserve.

Therefore, pursuant to Section 9.1 of the contract between Superior Landscaping & Lawn Services, Inc. and the City, dated May 10, 2005, I am hereby providing you with a ten (10) day termination notice of said contract, effective December 11<sup>th</sup>, 2005.

Additionally, and as a point of information, we will begin a construction project at Doral Park (5300 NW 102<sup>nd</sup> Avenue) in January of 2006. The duration of the construction project is expected to be one year. Therefore, no cuts will be required at Doral Park after December 30, 2005.

Should you have any questions, please feel free to contact me at (305) 593-6725.

Sincerely,

A handwritten signature in black ink, appearing to read "Sergio Purrrinos".

Sergio Purrrinos  
Interim City Manager

Cc: John Hearn, City Attorney  
William Stravers, Foreman  
File



**City of Miami Beach**  
**Public Area Cleanliness Index**

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***Cleanliness Index***

The challenge when defining a set of ratings is that the definition of cleanliness may mean something different from one person to the next. What one person considers an acceptably clean sidewalk may be a dirty sidewalk to the next person. To avoid this issue, the Public Area Cleanliness Index must be a defined set of ratings that can effectively provide an objective measurement on the cleanliness of the city.

When defining the index, interviews were conducted with all departments responsible for cleaning their public areas. In addition, other municipalities were contacted or researched, in order to obtain best practices on measuring cleanliness. A summary of the information from other municipalities is contained in the Appendix B – References and Best Practices.

The proposed cleanliness index is based on a 6 point scale that rates four factors that directly affect the cleanliness of the public area. The four factors are Trash/Litter, Litter/Garbage Cans, Organic Materials, and Fecal Matter. The tables beginning on the next page contains the proposed cleanliness index.

# Cleanliness Index for Streets, Sidewalks, Right-of-Ways, Parks, and Parking

<p><b>1</b> <b>Extremely Clean</b></p>	<ul style="list-style-type: none"> <li>No litter and/or debris on entire block face.</li> </ul>	<ul style="list-style-type: none"> <li>Can is in good working order and none are no more than 3/4 full.</li> <li>Can is in a clean condition free of items, such as stickers, graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>Isolated instances of small fresh organic material, such as leaves, branches, etc., cover the paved area.</li> <li>No large organic material, such as tree limbs or palm fronds on the ground.</li> </ul>	<ul style="list-style-type: none"> <li>Fecal matter is not visible.</li> </ul>
<p><b>2</b> <b>Clean</b></p>	<ul style="list-style-type: none"> <li>Isolated pieces of litter on the entire assessed area. The area is not void of litter, but may contain an isolated incidence of litter.</li> </ul>	<ul style="list-style-type: none"> <li>Can is in good working order and none are no more than 3/4 full. There is isolated piece of trash outside of the can.</li> <li>Can is in a clean condition free of items, such as stickers, graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>Less than 10% of a 10 step distance paved area is covered by small organic materials, but occurring no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then deduct 1 point.</li> <li>No large organic material on the ground.</li> </ul>	<ul style="list-style-type: none"> <li>Past residue of fecal matter. It seems that an attempt was made to clean the fecal matter, but residue was left behind.</li> </ul>
<p><b>3</b> <b>Somewhat Clean</b></p>	<ul style="list-style-type: none"> <li>Small to moderate amounts of litter. In a 10 step distance the litter accumulation should account to less than 10 small pieces or 2-4 pieces of large litter, but occurring in no more than 10% of the entire assessed area.</li> <li>If the litter density is occurring between 10-25% of the assessed area, then deduct 1 point from the rating scale.</li> <li>If the litter density is occurring more than 25% of the assessed area, then deduct 2 points from the rating scale.</li> </ul> <p><i>Guideline:</i> Is the litter something you notice, but your eye is not constantly drawn to it? The area has a clean appearance, but does need some attention.</p>	<ul style="list-style-type: none"> <li>Can is functioning, but is full with trash, which can be seen from the eye level. There is no litter above the rain guard. There is some residue from past garbage.</li> <li>Can is in a clean condition, but may have one small isolated instance of a sticker or graffiti, which the eye is not drawn to it.</li> </ul>	<ul style="list-style-type: none"> <li>Between 10% - 30% of a 10 step paved area is covered by organic materials, but occurring in no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then deduct 1 point.</li> <li>Between 1 and 3 pieces of large organic materials is on the ground.</li> <li>Isolated case of organic material accumulation caused by standing water and poor drainage.</li> </ul>	<ul style="list-style-type: none"> <li>One instance of fecal matter is present on the public area.</li> </ul>

## Cleanliness Index for Streets, Sidewalks, Right-of-Ways, Parks, and Parking

<p><b>4</b> <b>Somewhat Dirty</b></p>	<ul style="list-style-type: none"> <li>Consistently scattered trash. In a 10 step distance the trash accumulation should account to more than 10 pieces of small litter or over 4 pieces of large litter occurring in no more than 10% of the entire assessed area.</li> <li>If the litter density is occurring between 10-25% of the assessed area, then deduct 1 point from the rating scale.</li> <li>If the litter density is occurring more than 25% of the assessed area, then deduct 2 points from the rating scale.</li> </ul> <p><i>Guideline:</i> Trash or litter is obvious and your eye is constantly drawn to it.</p>	<ul style="list-style-type: none"> <li>Can is full and there is trash above the rain guard. In some cases, there is evidence that there is improper use by the residents.</li> <li>Can is in a working condition, but contains items such as stickers or graffiti on them.</li> <li>Can has some damage, such as dents, but is usable.</li> </ul>	<ul style="list-style-type: none"> <li>Between 30% - 50% of a 10 step paved area is covered by organic materials, but occurring in no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then deduct 1 point.</li> <li>Between 4 and 10 pieces of large organic materials is on the ground.</li> <li>2 to 3 instances of organic material accumulation caused by standing water and poor drainage.</li> <li>The organic material is beginning to turn brown.</li> </ul>	<ul style="list-style-type: none"> <li>Two instances of fecal matter are present on the public area.</li> </ul>
<p><b>5</b> <b>Dirty</b></p>	<ul style="list-style-type: none"> <li>Consistent accumulation of trash. In a 10 step distance there are multiple piles of trash consisting of more than 10 pieces of small litter or over 4 pieces of large litter.</li> <li>If the litter density is occurring between 10-25% of the assessed area, then deduct 1 point from the rating scale.</li> </ul>	<ul style="list-style-type: none"> <li>Can is full and there is trash above the rain guard and beginning to overflow since there is no room to put additional trash. There may be evidence of improper use by the residents.</li> <li>Can has considerable damage, but is usable.</li> <li>A large area of the can contains items such as stickers or graffiti on them.</li> </ul>	<ul style="list-style-type: none"> <li>Over 50% of a 10 step paved area is covered by organic materials, but occurring in no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then deduct 1 point.</li> <li>Over 10 pieces of large organic materials is on the ground.</li> <li>3-4 instances of organic material accumulation caused by standing water and poor drainage.</li> <li>Faint foul odor is present due to standing water.</li> <li>The organic material has been on the ground for some time and has turned brown.</li> </ul>	<ul style="list-style-type: none"> <li>Three instances of fecal matter are present on the public area.</li> </ul>

## Cleanliness Index for Streets, Sidewalks, Right-of-Ways, Parks, and Parking

6 Extremely Dirty	<p>Area is blocked by an accumulation of trash and litter. Illegal dumping may be evident. Hazardous materials on the street.</p> <p><i>Guideline:</i> This area has been neglected for a long time and needs help. Heavy equipment will be required to clean this area. The area may also be affected due to other circumstances (i.e. nearby constructions sites, homeless activity, etc.)</p>	<ul style="list-style-type: none"> <li>• Can is full and trash has overflowed to the ground. In some cases, there is a rat/rodent/insect infestation.</li> <li>• Can is damaged and needs to be replaced.</li> <li>• Can is covered of items such as stickers or graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>• 90-100% of a 10 step paved area is covered with organic material. The organic material has been on the ground for some time and has turned brown.</li> <li>• Over 5 instances of organic material accumulation caused by standing water and poor drainage.</li> <li>• Strong foul odor is present due to standing water.</li> </ul>	<ul style="list-style-type: none"> <li>• Four or more instances of fecal matter are present on the public area.</li> </ul>
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## Cleanliness Index for Beaches

<p style="text-align: center;"><b>1</b> <b>Extremely Clean</b></p>	<ul style="list-style-type: none"> <li>No litter and/or debris on entire block of the beach.</li> </ul>	<ul style="list-style-type: none"> <li>Can is in good working order and none are no more than 3/4 full.</li> <li>Can is in a clean condition free of items, such as stickers, graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>Isolated instances of small fresh organic material, such as seaweed.</li> <li>No large organic material, such as tree limbs or palm fronds on the ground.</li> </ul>	<p>Fecal matter is <u>not</u> visible.</p>
<p style="text-align: center;"><b>2</b> <b>Clean</b></p>	<ul style="list-style-type: none"> <li>Isolated pieces of litter on the entire beach block. The area is not void of litter, but may contain an isolated incidence of litter.</li> <li>No harmful litter, such as broken glass or syringes</li> </ul>	<ul style="list-style-type: none"> <li>Can is in good working order and none are no more than 3/4 full. There is isolated piece of trash outside of the can.</li> <li>Can is in a clean condition free of items, such as stickers, graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>Less than 10% of a 10 step area of the beach block is covered by small organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then deduct 1 point.</li> <li>No large organic material on the ground.</li> </ul>	<p>Past residue of fecal matter. It seems that an attempt was made to clean the fecal matter, but residue was left behind.</p>
<p style="text-align: center;"><b>3</b> <b>Somewhat Clean</b></p>	<ul style="list-style-type: none"> <li>Small to moderate amounts of litter. In a 10 step distance the litter accumulation should account to less than 10 small pieces or 2-4 pieces of large litter, but occurring in no more than 10% of the entire block segment.</li> <li>If the litter density is occurring between 10-25% of the block segment, then deduct 1 point from the rating scale.</li> <li>If the litter density is occurring more than 25% of the block segment, then deduct 2 points from the rating scale.</li> <li>No harmful litter.</li> </ul> <p><i>Guideline:</i> Is the litter something you notice, but your eye is not constantly drawn to it? The area has a clean appearance, but does need some attention.</p>	<ul style="list-style-type: none"> <li>Can is functioning, but is full with trash, which can be seen from the eye level. There is no litter above the rain guard. There is some residue from past garbage.</li> <li>Can is in a clean condition, but may have one small isolated instance of a sticker or graffiti, which the eye is not drawn to it.</li> </ul>	<ul style="list-style-type: none"> <li>Between 10% - 30% of a 10 step area of the beach block is covered by organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then deduct 1 point.</li> <li>Between 1 and 3 pieces of large organic materials is on the ground.</li> </ul>	<p>One instance of fecal matter is present on the public area.</p>

## Cleanliness Index for Beaches

<p style="text-align: center;"><b>4</b> Somewhat Dirty</p>	<ul style="list-style-type: none"> <li>Consistently scattered trash. In a 10 step distance the trash accumulation should account to more than 10 pieces of small litter or over 4 pieces of large litter, but occurring in no more than 10% of the entire block segment.</li> <li>If the litter density is occurring between 10-25% of the block segment, then deduct 1 point from the rating scale.</li> <li>If the litter density is occurring more than 25% of the block segment, then deduct 2 points from the rating scale.</li> <li>One instance of harmful litter.</li> </ul> <p><i>Guideline:</i> Trash or litter is obvious and your eye is constantly drawn to it. The area is neglected and requires organized cleanup.</p>	<ul style="list-style-type: none"> <li>Can is full and there is trash above the rain guard. In some cases, there is evidence that there is improper use by the residents.</li> <li>Can is in a working condition, but contains items such as stickers or graffiti on them.</li> <li>Can has some damage, such as dents, but is usable.</li> </ul>	<ul style="list-style-type: none"> <li>Between 30% - 50% of a 10 step area of the beach block is covered by organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then deduct 1 point.</li> <li>Between 4 and 10 pieces of large organic materials is on the ground.</li> </ul> <p>Two instances of fecal matter are present on the public area.</p>
<p style="text-align: center;"><b>5</b> Dirty</p>	<ul style="list-style-type: none"> <li>Consistent accumulation of trash. In a 10 step distance there are multiple piles of trash consisting of more than 10 pieces of small litter or over 4 pieces of large litter, but occurring in no more than 10% of the entire block segment.</li> <li>If the litter density is occurring between 10-25% of the block segment, then deduct 1 point from the rating scale.</li> <li>Two to three instances of harmful litter.</li> </ul>	<ul style="list-style-type: none"> <li>Can is full and there is trash above the rain guard and beginning to overflow since there is no room to put additional trash. There may be evidence of improper use by the residents.</li> <li>Can has considerable damage, but is usable.</li> <li>A large area of the can contains items such as stickers or graffiti on them.</li> </ul>	<ul style="list-style-type: none"> <li>Over 50% of a 10 step area of the beach block is covered by organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then deduct 1 point.</li> <li>Over 10 pieces of large organic materials is on the ground.</li> </ul> <p>Three instances of fecal matter are present on the public area.</p>

## Cleanliness Index for Beaches

<p><b>6</b> <b>Extremely Dirty</b></p>	<ul style="list-style-type: none"> <li>• Beach block contains a large accumulation of trash and litter.</li> <li>• Conditions may be hazardous.</li> <li>• More than three instances of harmful litter.</li> </ul>	<ul style="list-style-type: none"> <li>• Can is full and trash has overflowed to the ground. In some cases, there is a rat/rodent/insect infestation.</li> <li>• Can is damaged and needs to be replaced.</li> <li>• Can is covered of items such as stickers or graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>• 90-100% of a 10 step area of the beach block is covered with organic material.</li> </ul>	<p><u>Four or more</u> instances of fecal matter are present on the public area.</p>
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## Cleanliness Index for Waterways

<p style="text-align: center;"><b>1</b> <b>Extremely Clean</b></p>	<ul style="list-style-type: none"> <li>• No litter and/or debris floating on or in the water and up to the high tide watermark. No signs of floating liquid.</li> <li>• No extra-large pieces of litter, such as tires, grocery carts, etc.</li> <li>• No smell is being emitted.</li> </ul>	<ul style="list-style-type: none"> <li>• No or isolated instances of small fresh organic material.</li> <li>• No large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark.</li> </ul>
<p style="text-align: center;"><b>2</b> <b>Clean</b></p>	<ul style="list-style-type: none"> <li>• Isolated pieces of litter floating on or in the entire area of water and up to the high tide watermark. No signs of floating liquid.</li> <li>• No extra-large pieces of litter, such as tires, grocery carts, etc.</li> <li>• No smell is being emitted.</li> </ul>	<ul style="list-style-type: none"> <li>• Less than 10% of about a 20 sq. foot area of water and up to the high tide watermark is covered by organic material, but occurring in no more than 10% of the entire water area. If occurring in more than 10% of the entire water area up to the high tide watermark, then deduct 1 point.</li> <li>• No large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark.</li> </ul>
<p style="text-align: center;"><b>3</b> <b>Somewhat Clean</b></p>	<ul style="list-style-type: none"> <li>• Small amount of litter including floating liquids, such as oil. This includes litter floating on the water or in the water and up to the high tide watermark. More than two pieces of litter and less than 5% of about a 20 sq. foot area of water up to the high tide watermark are covered by litter, but occurring in no more than 10% of the entire water area up to the high tide watermark being assessed.</li> <li>• If the litter density is occurring between 10-25% of the water area up to the high tide watermark, then deduct 1 point from the rating scale.</li> <li>• If the litter density is occurring more than 25% of the water area up to the high tide watermark, then deduct 2 points from the rating scale.</li> <li>• No extra-large pieces of litter, such as tires, grocery carts, etc.</li> <li>• No smell is being emitted.</li> </ul> <p><i>Guideline:</i> Is the litter something you notice, but your eye is not constantly drawn to it? The area has a clean appearance, but does need some attention.</p>	<ul style="list-style-type: none"> <li>• Between 10% - 30% of about a 20 sq. foot area of water and up to the high tide watermark is covered by organic material, but occurring in no more than 10% of the entire water area. If occurring in more than 10% of the entire water area up to the high tide watermark, then deduct 1 point.</li> <li>• Between 1 and 3 pieces of large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark.</li> </ul>



## Cleanliness Index for Waterways

<p><b>4</b> <b>Somewhat Dirty</b></p>	<ul style="list-style-type: none"> <li>• Small to moderate amounts of litter, including floating liquids, such as oil. This includes litter floating on the water or in the water and up to the high tide watermark. Between 5% and 10% of about a 20 sq. foot area of water up to the high tide watermark is covered by litter, but occurring in no more than 10% of the entire water area being assessed.</li> <li>• If the litter density is occurring between 10-25% of the water area up to the high tide watermark, then deduct 1 point from the rating scale.</li> <li>• If the litter density is occurring more than 25% of the water area up to the high tide watermark, then deduct 2 points from the rating scale.</li> <li>• No extra-large pieces of litter, such as tires, grocery carts, etc.</li> <li>• Slight unnatural or foul smell is being emitted.</li> </ul>	<ul style="list-style-type: none"> <li>• Between 30% - 50% of about a 20 sq. foot area of water and up to the high tide watermark is covered by organic material, but occurring in no more than 10% of the entire water area up to the high tide watermark. If occurring in more than 10% of the entire water up to the high tide watermark, then deduct 1 point.</li> <li>• Between 4 and 10 pieces of large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark.</li> </ul>
<p><b>5</b> <b>Dirty</b></p>	<p><i>Guideline:</i> Trash or litter is obvious and your eye is constantly drawn to it.</p> <ul style="list-style-type: none"> <li>• Consistent accumulation of trash including floating liquids, such as oil. This includes litter floating on the water or in the water and up to the high tide watermark. Between 10% and 25% of about a 20 sq. foot area of water up to the high tide watermark is covered by litter, but occurring in no more than 10% of the entire water area up to the high tide watermark being assessed.</li> <li>• If the litter density is occurring between 10-25% of the water area up to the high tide watermark, then deduct 1 point from the rating scale.</li> <li>• One extra-large piece of litter, such as a tire, a grocery cart, etc.</li> <li>• Strong unnatural or foul smell is being emitted.</li> </ul>	<ul style="list-style-type: none"> <li>• Over 50% of about a 20 sq. foot area of water and up to the high tide watermark are covered by organic material, but occurring in no more than 10% of the entire water area up to the high tide watermark. If occurring in more than 10% of the entire water area up to the high tide watermark, then deduct 1 point.</li> <li>• Over 10 pieces of large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark.</li> </ul>
<p><b>6</b> <b>Extremely Dirty</b></p>	<ul style="list-style-type: none"> <li>• Large accumulation of litter and trash including floating liquids, such as oil. Over 25% of about a 20 sq. foot area of water area up to the high tide watermark are covered by litter. This includes litter floating on the water or in the water and up to the high tide watermark. There may be evidence of illegal dumping.</li> <li>• Two or more extra-large pieces of litter, such as tires, a grocery carts, etc.</li> <li>• Very strong unnatural or foul smell is being emitted.</li> </ul>	<ul style="list-style-type: none"> <li>• 90-100% of the water and up to the high tide watermark is covered by organic material.</li> </ul>

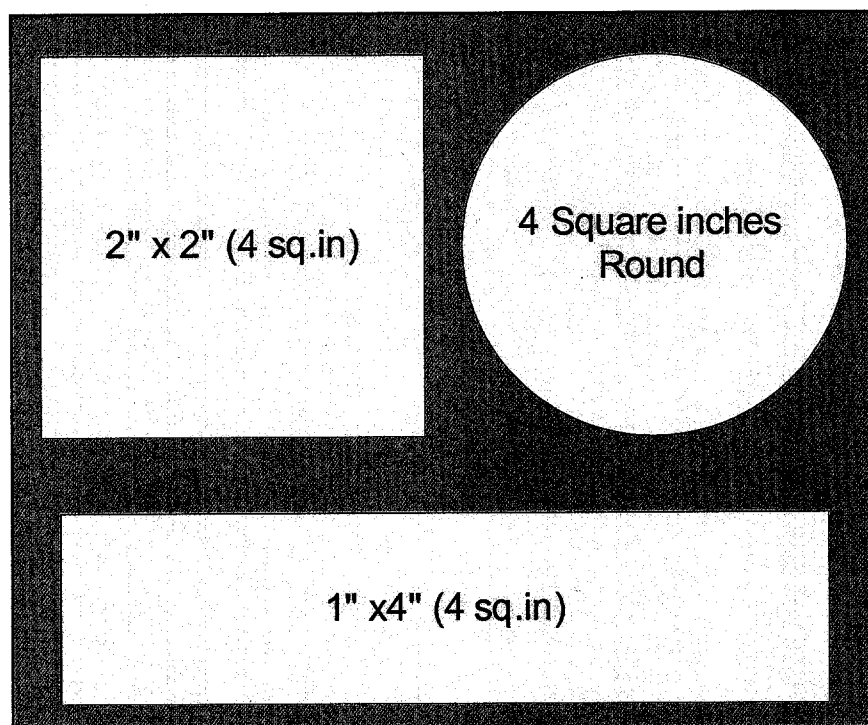
## City of Miami Beach Public Area Cleanliness Index

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The cleanliness index makes references to small and large litter, which can directly affect the cleanliness score of a public area. The definition used to distinguish the difference between small and large litter came from the Florida Center for Solid and Hazardous Waste Management (the Center). Each year the Center conducts a roadside litter survey for the State of Florida and is funded through the Florida Department of Environmental Protection (FDEP). Starting in 1993, the Florida Legislature designated the Center and funded the litter survey to measure progress toward the state's litter reduction goal as defined in the Solid Waste Management Act.

Using the Center's definition for litter, items or pieces of items four square inches or larger in size are classified as "large litter," and items or pieces of items under four square inches are classified as "small litter." As a reference, the figure below contains three templates of 4 square inch areas in a rectangle, square, and round shape are depicted in the figure below. If the litter fits in any of these areas, then it is considered small litter. If the litter is too big to fit in any of these areas, then it is considered large litter.

The two tables following the templates contain examples of small versus large litter or trash.



Templates for Small Litter Distinctions

### Examples of Small Litter

- Cigarette butts
- Bottle caps
- Straws
- Candy packaging and wrappers
- Polyfoam packing materials
- Plastic expresso coffee cups

**City of Miami Beach**  
**Public Area Cleanliness Index**

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Examples of Large Litter

- Beer cans
- Beer bottles
- Soft drink (glass)
- Soft drink (cans)
- Soft drink (plastic)
- Sport drink (glass)
- Sport drink (plastic)
- Wine / Liquor (glass)
- Wine / Liquor (plastic/other)
- Milk / Juice (Plastic)
- Milk / Juice (Glass)
- Six pack plastic rings
- Plastic drink cups
- Paper Cups (Hot)
- Paper Cups (Cold)
- Polystyrene cups (foam)
- Cup lids
- Plastic retail bags
- Paper retail bags
- Paper bags – fast food
- Plastic bags – not retail
- Paper bags – not retail
- Zipper bags /sandwich bags
- Cardboard boxes
- Paperboard (cereal type)
- Paper beverage cases
- Plastic jars / bottles/ lids
- Glass jars / bottles misc.
- Cans – steel
- Cans – aluminum
- Aerosol cans
- Paper food wrap
- Utensils
- Napkins
- Paper fast food plates
- Poly fast food plates
- Clothing
- Printed materials (newspapers, flyers, books, etc.)

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**C4**  
**Comm. Committee**  
**Assignments**



C: PDW  
KB  
LC

**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
**MEMORANDUM**

**TO:** Jorge M. Gonzalez  
City Manager

**FROM:** Saul Gross  
Commissioner *SG*

**DATE:** December 23, 2005

**RE:** Agenda Item

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Please place on the January 11 Commission agenda a referral to the Finance Committee to consider the request of the Jewish Museum for a \$500,000 grant from the City of Miami Beach to help fund the renovation of their recently acquired building.

SG/ml

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2005 DEC 27 PM 3:43  
CITY MANAGERS OFFICE  
BY \_\_\_\_\_

Agenda Item C4A  
Date 1-11-06

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006

SUBJECT: **REFERRAL TO THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE  
OF PROPOSED LAND EXCHANGE OF MIAMI BEACH HOUSING AUTHORITY  
17<sup>th</sup> STREET SITE FOR CITY-OWNED WEST LOTS ON COLLINS AVENUE**

### ADMINISTRATION RECOMMENDATION

Refer the item.

### ANALYSIS

The City Administration has been discussing partnership opportunities between the City of Miami Beach and the Miami Beach Housing Authority (MBHA) in order to increase the inventory of affordable housing throughout the City. Over the past several months, we have been discussing an exchange of properties to acquire the MBHA-owned 17<sup>th</sup> Street property (see Attachment A for site plan of 17<sup>th</sup> St. parcel). The MBHA has presented the Administration with a concept for an affordable housing development which would include a build out of some of the West Lots on Collins Avenue (see Attachment B for site plan of West Lots).

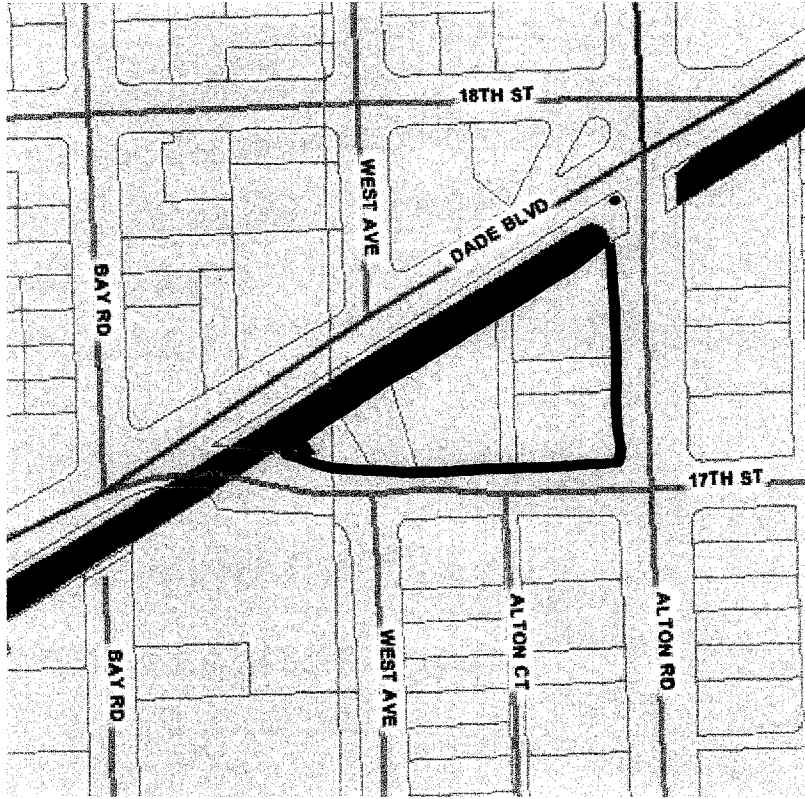
The Administration is seeking to discuss with and receive direction from the Neighborhoods/Community Affairs Committee regarding the aforementioned Miami Beach Housing Authority Development Proposal as well as the proposed land exchange and recommends that the City Commission refer the same.

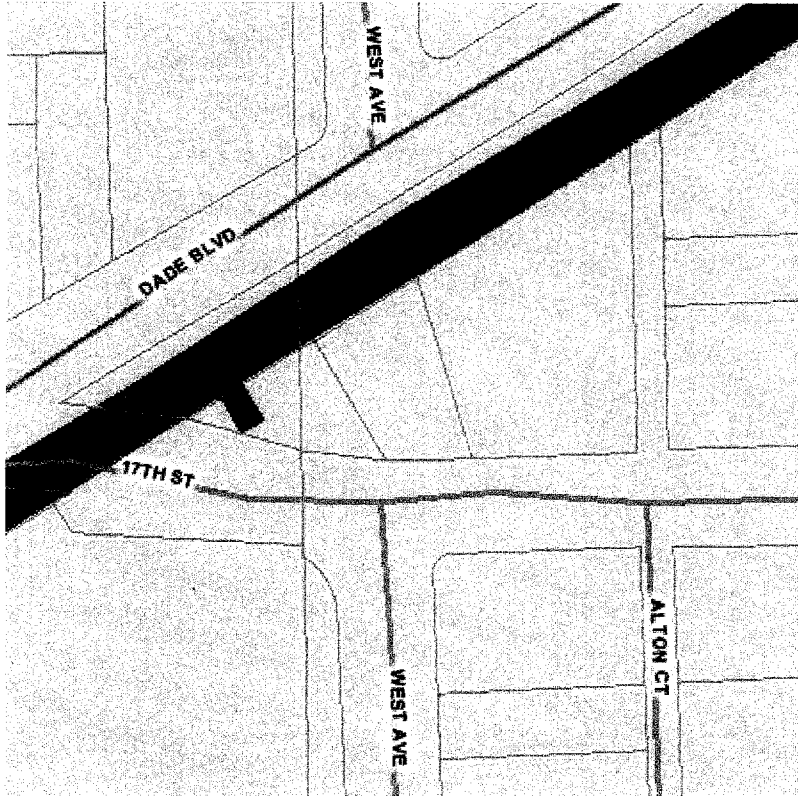
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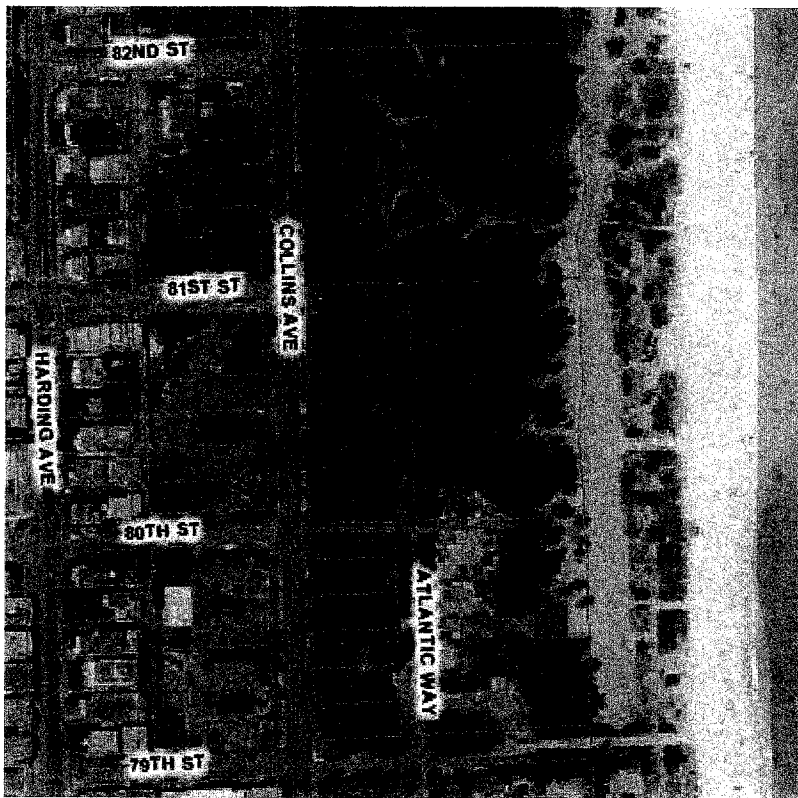
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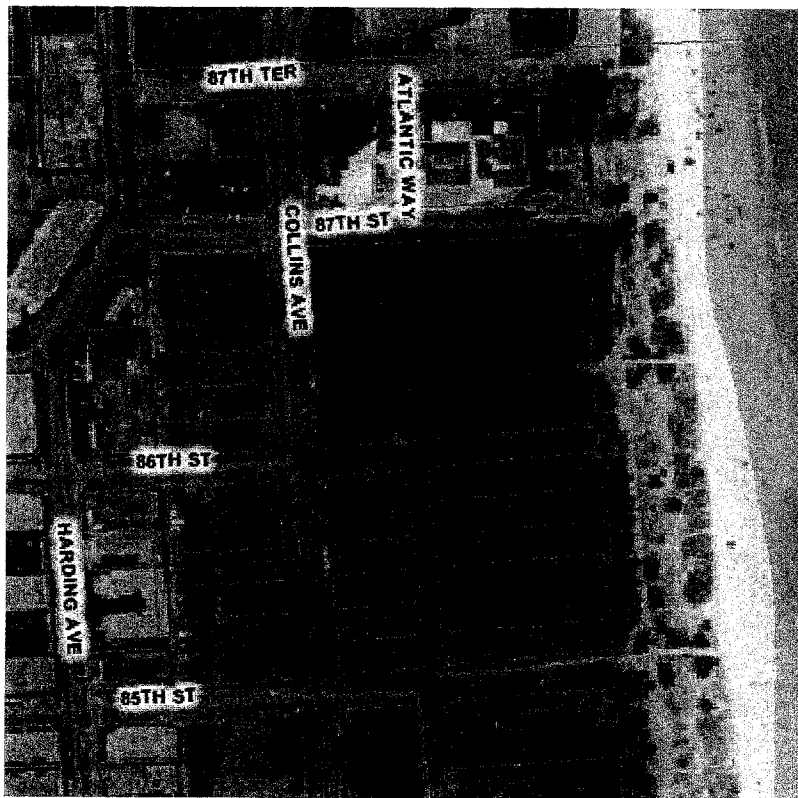
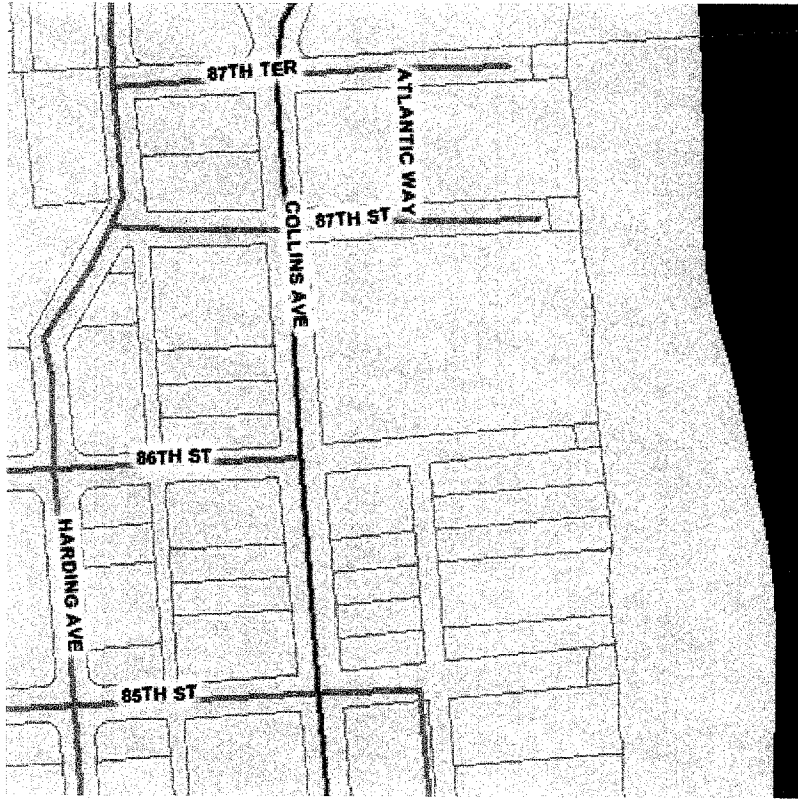
Agenda Item C4B  
Date 1-11-06

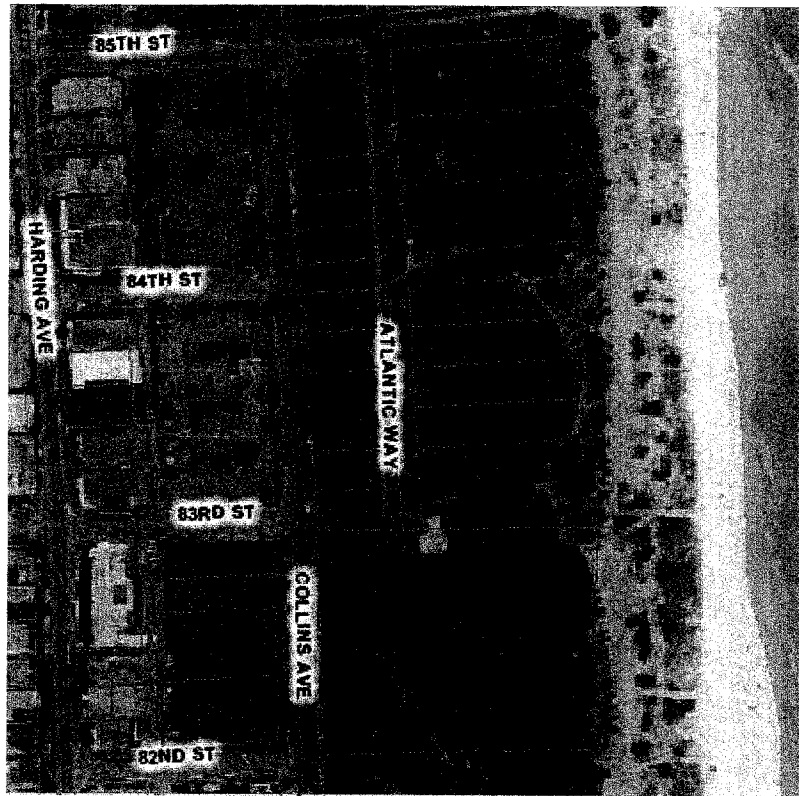














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**CITY OF MIAMI BEACH  
OFFICE OF THE MAYOR & COMMISSION  
MEMORANDUM**

**TO:** JORGE GONZALEZ  
CITY MANAGER

**FROM:** RICHARD STEINBERG *RLS/mt*  
VICE MAYOR

**DATE:** December 27, 2005

**RE:** Referral to the Neighborhoods/Community Affairs Committee-  
Discussion of Issuance of an RFQ for Feasibility Study of  
Undergrounding Utilities in the City of Miami Beach

---

I would like to include in the January 11, 2006 Commission Agenda a referral to the Neighborhoods/Community Affairs Committee a discussion regarding an RFQ for a Feasibility Study of Undergrounding Utilities in the City of Miami Beach.

If you have any questions, please feel free to contact my Aide, Ms. Marlene Taylor, at extension 6087.

RLS/mt

BY  
CITY MANAGER'S OFFICE

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**CITY OF MIAMI BEACH  
OFFICE OF THE MAYOR & COMMISSION  
MEMORANDUM**

**TO:** JORGE GONZALEZ  
CITY MANAGER

**FROM:** RICHARD STEINBERG *RLS/mt*  
VICE MAYOR

**DATE:** December 22, 2005

**RE:** Response to Underground Wiring Memorandum

This memo is in response to your memo dated December 20, 2005, providing feedback on the Miami-Dade County Underground Wiring Committee Report. As we have previously discussed, I would like to request that you pursue the issuance of an RFQ to have a professional determine the feasibility of citywide undergrounding.

If you have any questions, please feel free to contact my Aide, Ms. Marlene Taylor, at extension 6087.

RLS/mt

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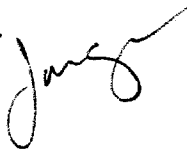


MIAMI BEACH

OFFICE OF THE CITY MANAGER

## MEMORANDUM

TO: Commissioner Richard L. Steinberg

FROM: Jorge M. Gonzalez, City Manager 

DATE: December 20, 2005

SUBJECT: Response to Request for Feedback on the Miami-Dade County Underground Wiring Committee Report

The purpose of this memo is to respond to your request for my thoughts and feedback on the Miami-Dade County Underground Wiring Committee Report which you emailed me on December 15, 2005.

The Underground Wiring Committee developed a series of recommendations which they felt would facilitate the removal and installation of utility facilities underground. However, the Committee's recommendations in certain cases preclude the City of Miami Beach from undergrounding utilities or require our residents to assume additional financial responsibilities to fund the conversion.

As part of the feasibility study, the Committee notes that prior to any underground utilities outside the public right-of way, easements must be obtained from private property owners. City staff has been discussing with Florida Power and Light (FPL) as to whether an easement on private property is necessary in order to complete a conversion to underground utilities. It is the opinion of staff that the conversion can be completed using the public right of way without the need to secure easements from private property owners. As has been evident in past negotiations and projects, the issue of obtaining easements on private property is an uncertain endeavor that can prove to be costly and time consuming.

According to the Committee's plan to fund the project, Miami-Dade County would put forth a bond referendum which would finance the conversion of utilities from overhead to underground and would generate the necessary capital for replacing the overhead facility infrastructure. Unfortunately, the Committee notes that "in areas that may be prone to flooding, funding would be used to strengthen the aboveground infrastructure, such as replacing wooden poles with concrete or making visible transformers more aesthetically pleasing." In this scenario, the City of Miami Beach would be paying a costly and disproportionate share of the conversion cost through a bond issue, and ultimately, the City would be precluded from undergrounding utilities due to the flood prone nature of our community.



Additionally, the Committee's report does not consider or address the cost to customers to upgrade service within their homes and/or businesses, and further, it does not consider what code compliance issues would arise during individual's attempts to upgrade. At the same time, I am compelled to highlight that conversion to underground utilities could be cost prohibitive for our community's low income and elderly populations.

If you have any questions or need any additional information, please feel free to contact me.

C: Mayor and City Commission  
Bob Middaugh, Assistant City Manager

Attachments: Report regarding the installation of Underground Utility Facilities throughout Miami-Dade County, December 13, 2005

JMG/dm

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## Memorandum



Date: December 13, 2005

To: Honorable Chairman Joe A. Martinez,  
and Members, Board of County Commissioners

From: Honorable Bruno A. Barreiro, Chairman  
and Members, Underground Wiring Committee

A handwritten signature in black ink, appearing to read "Bruno Barreiro".

Subject: Report regarding the installation of Underground Utility Facilities throughout Miami-Dade County

The following report is provided for Board consideration pursuant to Resolution R-1438-04, which established a Committee to study the feasibility of having electrical, cable and telephone distribution facilities installed underground within the next five to fifteen years as a means of reducing utility outages resulting from hurricanes or other severe weather events; with the purpose of providing recommendations which would outline available options regarding the conversion from overhead to underground facilities throughout the County. The focus of this Committee was to identify preventative and proactive measures which would help reduce widespread power outages and associated hazardous conditions. As a result, a committee of key players in the utility industry such as Florida Power and Light, BellSouth, Comcast, Adelphia, Florida Cable Telecommunications Association, a representative from the Miami-Dade County League of Cities and pertinent county staff have met on a monthly basis over the past year and formulated a number of recommendations for your consideration.

### Background

Every year Miami-Dade County faces a hurricane season that threatens our community with the peril of high winds, storm surge and related natural conditions. In 1992, Miami-Dade County suffered widespread electrical outages as a result of Hurricane Andrew. This year, the County suffered widespread electrical outages as result of two severe storm events within a month of each other, Hurricane Katrina and Wilma. Hurricane Katrina caused more than 600,000 customers within the County to lose electrical service due to downed utility lines and poles. Hurricane Wilma caused more than 950,000 customers to lose power. Much of the power loss being attributed to damage caused by fallen tree limbs on essential wires or utility poles broken due to heavy winds.

Severe weather events such as this pose not only hazardous conditions in relation to downed utility poles and lines but impact the operation of pumps stations which are crucial in properly maintaining sewage flows. Many homes on well water that require electricity to perform basic household functions including the ability to flush toilets, lose power under storm conditions which can result in a potential health hazard. In the aftermath of Hurricane Wilma, only 18 traffic signals were operational out of a total of 2,635, posing an immense safety risk to traveling emergency personnel and others who required use of the roads immediately following the event. Many of the hotels and restaurants frequented by tourists along the county beachfront areas were without needed power to service their guests. With the loss of power comes the inability of the public to use effected fueling stations as their pump mechanisms require electricity to dispense the fuel from the tanks. This not only inhibits the fueling of cars but hampers residents and businesses, including food stores, from obtaining fuel for their emergency generators. During Hurricane Wilma the County experienced a loss in use of more than 90 percent of privately owned gas stations. With repairs and restoration of the service to utility customers taking up to several weeks to complete in many areas, it is essential that proactive measures be taken prior to our next severe weather event to prevent a repeat of this experience.

Honorable Chairman Joe A. Martinez,  
and Members, Board of County Commissioners  
Page 2

### Feasibility Study

An obvious primary reason for relocating overhead wiring is to reduce the impact on power outages experienced by hurricanes like Andrew, Katrina and Wilma. Another valid reason for the migration of overhead to underground facilities is aesthetic. As electronic communications become a larger part of home life and businesses and the number of service providers' increase, there is a resulting proliferation of wires. Removing such obstructions has been shown to increase marketability of homes. In a community where our tree canopy provides essential shading, removing overhead wiring to allow for expanded tree canopy growth can assist in the lowering of energy costs. In addition, by installing facilities underground there is a potential to increase buildable space in an area limited by overhead lines. Underground facilities can also improve service reliability and the less likelihood of suffering from power, telephone and cable outages during a storm event as the essential utility equipment is less susceptible to wind damage. The recovery efforts during our past two hurricanes reflected a more efficient return of power to areas with underground facilities.

However, there are a few challenges associated with such conversions. The Committee has been advised that: a) the costs of such conversions may be approximately 5 to 10 times the cost of comparable overhead facilities and b) equipment placed underground may be more prone to damage during flooding incidents and may require a longer repair time if flooding does not abate. Determining the source of an electrical problem may be more challenging as the majority of the equipment is not visible. There is still a need to place certain equipment such as pad-mounted switches and transformers which undermines some of the aesthetic advantages of underground facilities. In the placement of facilities underground, there can be impediments to after-the-fact placement such as sidewalks driveways, private fences, etc. Most importantly, prior to any underground outside of the public right-of-way, an easement must be obtained from private property owners which can be time consuming, difficult and expensive.

### Recommendation

The established Underground Wiring Committee has developed the following recommendations to facilitate the removal and installation of utility facilities underground:

- Bond Issue/Referendum – Put forth before the voters a bond referendum that would finance the conversion of utilities from overhead to underground thereby improving the reliability of service. Funds generated by the passage of a Bond Referendum would generate the needed capital for replacement of the current overhead facility infrastructure. The Committee offers the following approach in establishing priorities in undertaking such an immense project. As the burying of wires will take many years, the change would be carried out through a series of projects over a fixed period of time. The initial conversion projects would focus on areas that have a high incidence of failure, high density of population and a low probability of flooding. In areas that may be prone to flooding, funding would be used to strengthen the aboveground infrastructure, such as replacing wooden poles with concrete or making visible transformers more aesthetically pleasing. The conversion process would be scheduled to occur during the Hurricane off-season in order to avoid weather related delays.

In the aftermath of an extreme weather event that causes widespread damage, utility service providers incur significant costs in assessing damage and completing the restoration. In order to recoup these costs, it is necessary for the provider to pass on a surcharge to customers. This can amount to millions of dollars being continually spent to replace a less reliable overhead

infrastructure. A more cost-effective approach/proactive measure would be for the County to work with the utility providers to make such bond funds available for conversion efforts.

- Extensive Building Remodeling – Amend the Building Code to the extent possible locally or at the state level, to require undergrounding the service to facilities when a property owner makes improvements to an existing residential, commercial and or industrial structure by 50 percent or more. Also, amend the Building Code to mandate that all new residential, commercial and industrial developments be required to install utilities underground.
- New highway/main arterial roadway improvements – Implement the placement of utilities underground along the right-of-way on county and state improvement projects involving main highways, arterial and feeder roads, in coordination with the Metropolitan Planning Organization (unless determined not to be feasible). This has the potential to benefit many local businesses located adjacent to these improvement projects that would be positively impacted by the utilities relocation.
- Special Taxing Districts – Inform the public about the benefits of forming a special taxing district that would require approval of a certain percentage of property owners in a district to petition for conversion. The improvements would be paid for by the property owners through special assessments (see attachments).

Additionally, Chapters 197 and 170 of the Florida Statutes allow municipalities to fund underground conversion costs by levying special assessments imposed on tax bills. Landowners benefiting from the conversion must be identified and the special assessment may be collected directly from the local government imposing the assessment or through annual property tax bills.

Another Florida Statute --125.01(q) – permits counties to establish municipal service benefit units and municipal service taxing units in certain areas. These governmental units may levy service charges, special assessments or taxes within these units to fund underground conversion costs.

- Tree Location Approval – Amend the Zoning Code to the extent possible locally or at the state level, to require the Department of Planning and Zoning to ensure during the permit review process that any required tree placement or replacement at a subject property be done in accordance with Chapter 18A.

The Committee also discussed the need to strengthen and enforce action taken against property owners for planting under power lines in violation of Chapter 18A. Many of the documented downed power, telephone and cable lines could be attributed to fallen trees and limbs. A public information campaign combined with stronger enforcement of the code would assist in ensuring that trees are not planted or maintained in a way that would negatively impact our utility services under storm conditions. This could be accomplished through the County's adoption and continual promotion of FP&L's "Plant the Right Tree in the Right Place" campaign. Finally, it is the Committee's consensus that the recommendations adopted by this Board be reevaluated every 5 years to ensure that the County with the assistance of this Board continues to address proactively means at which power, telephone and cable outages affecting the residents of this County are reduced.

Honorable Chairman Joe A. Martinez,  
and Members, Board of County Commissioners  
Page 4

By working in conjunction with our utility providers in the implementation of the proposed recommendations, we assist in facilitating the provision of a safer and more reliable utility service for the residents and businesses of Miami-Dade County.



**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
**MEMORANDUM**

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LC

**TO:** Jorge M. Gonzalez  
City Manager

**FROM:** Saul Gross *SG*  
Commissioner

**DATE:** December 28, 2005

**RE:** Agenda Item

---

Please place on the agenda for the January 11, 2006 City Commission meeting a referral to the Neighborhoods/Community Affairs Committee to discuss allowing dogs during certain specified hours to use a 70 foot wide section of the beach for swimming, just north of the South Pointe Pier. I understand that Hollywood and Fort Lauderdale each has a section of their beaches set aside for dog swimming.

This proposed dog beach location would replace the shell beach that the dogs previously used (and which was contemplated for such use in the Hargreaves BODR) which has recently been eliminated with the installation of rip rap by The Related Group in accordance with their permit.

SG/ml

Agenda Item C4D  
Date 1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006

SUBJECT: Canine Beach Information

The following information is provided for the City Commission referral of a discussion on a canine beach in the City of Miami Beach. The Administration has been able to determine that the City of Fort Lauderdale, Miami-Dade County and the City of Jupiter Beach each have some provisions for dog access to beaches in their respective jurisdictions. The following information summarizes the provisions of each of the respective jurisdictions:

### EXAMPLE CITIES

Below are three Florida east-coast cities that have a canine beach: Fort Lauderdale, Rickenbacker Causeway Beach (Miami-Dade County), and Jupiter Beach. (The City of Hollywood does not allow dogs on the beach.)

### FORT LAUDERDALE

LOCATION: From the center line of Sunrise Boulevard at A1A north to Lifeguard Stand # 5 (100-yard section of beach)

TIME: Fridays, Saturdays, and Sundays only, Year Round  
Winter Hours: 3pm-7pm  
Summer Hours: 5pm- 9pm (Daylight Savings Time; April to October)

ANNUAL PERMIT: City Residents: \$25 per dog  
Non-residents: \$40 per dog  
One-Weekend permit: \$5.65 per dog (can be purchased from the park ranger on duty at the Canine Beach)

ORDINANCE: C-94-29, Section 8-76

- Dogs shall be on a leash at all times
- A valid permit is required and must be carried on person at all times when walking dogs on Canine Beach
- A person walking with a dog must be in possession of a device to properly dispose of any fecal matter deposited by their dog
- Dogs shall not create a nuisance by causing any form of disturbance such as excessive barking and/or similar undesirable

conduct

## **RICKENBACKER CAUSEWAY BEACH**

- LOCATION:** Virginia Key South (east of Biscayne Bay)
- TIME:** No additional restrictions
- ORDINANCE:** Section 26-3 provides an exception to Rule 11(a) which specifically prohibits dogs from Miami-Dade County parks.
- Dogs must be leashed

## **JUPITER BEACH**

- LOCATION:** Town Crossovers south of Carlin Park to Juno Beach Park
- TIME:** No additional restrictions
- ORDINANCE:** Animal Waste Sec. 5.10; Animals Creating Nuisance Sec.5-14; Leash Law Sec. 11-7
- Dogs must be kept on a leash or in voice command at all times
  - Dogs are allowed on non-guarded beaches from Jupiter to Juno Beach.
  - Special Dog Kiosks provide plastic bags for convenience.

### **JOINT PUBLIC-PRIVATE PROGRAM:**

The Town Council works with Friends of Jupiter Beach (FJB) as a private-public partnership to manage the dog beach. FJB raised seed money for 10 "doggie bag" dispenser boxes and bags along A1A. This is an ongoing activity at no cost to the City.

If the City Commission wishes to provide for dog access to a specific portion of beach area, Section 10-10 of the City Code allows the City Manager to designate such area. In the event the City Commission would like to provide for a beach access area for off leash dog access, it will be necessary to amend Section 10-11 of the City Code which currently prohibits all dogs from running at large within the community.

In the City Commission's discussion relative to the dog beach area, in addition to considering whether animals should be on or off leash, the Commission will also want to consider the following elements: hours of access to the beach area, if a permit is to be required and the conditions associated with any such permit, and establishment of a program to provide doggie bag dispensers and whether such program can be supported by local organizations such as the Responsible Dog Owners of Miami Beach.

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**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
**MEMORANDUM**

**TO:** Jorge M. Gonzalez  
City Manager

**FROM:** Saul Gross  
Commissioner SG

**DATE:** December 29, 2005

**RE:** Agenda Item

---

Please see attached memo from City Attorney Murray Dubbin on the impact of the recent adoption of the Sexual Predator County Ordinance on the Beach Sexual Predator Ordinance.

Please place on the January 11<sup>th</sup>, 2006 City Commission Meeting a referral to the Neighborhoods Committee to discuss whether the Beach should take no action or should exercise the opt out clause offered to municipalities within the 90 day period which expires approximately February 15, 2006.

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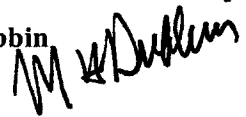
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Agenda Item CYE  
Date 1-11-06

**CITY OF MIAMI BEACH  
CITY ATTORNEY'S OFFICE**

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MAYOR'S OFFICE  
BY \_\_\_\_\_

**TO:** Commissioner Saul Gross

**FROM:** Murray H. Dubbin  
City Attorney 

**DATE:** December 15, 2005

**SUBJECT:** Rental to Sexual Predators - County and City Ordinances

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Since you have expressed an interest in the application of the above Ordinances, I have done a little more comparative review of the two and have the following comments.

The County Ordinance (County) to a major extent tracks the language of the Miami Beach Ordinance (City). It differs in the following respects:

- 1) The County goes into greater detail in defining "child care facility", "conviction" and a number of other terms (Section 21-280). This is neither more nor less restrictive, it is simply more detailed than the City Ordinance.
- 2) The County targets only "schools" for separation purposes (Section 21-281 [a]), whereas the City targets a "school, designated school bus stop, day care center, park, playground or other place where children regularly congregate" (Section 70-402 [a] ). Thus, I consider the City's Ordinance more restrictive in this regard.
- 3) The County provides a penalty of up to \$1,000 and/or imprisonment for up to 364 days for violation (Section 21-281 [c]), whereas the City provides for a fine of up to \$500 or imprisonment for up to 60 days for a first offense, the second offense would be the equivalent of the County's. Accordingly, the County's penalty for first offense is more stringent and, therefore, more restrictive.
- 4) The County removes from the definition of residence, an offender's residence in an illegal multi- family apartment unit within a single family neighborhood, (Section 21-282 [a]). The City makes no such exception and, therefore, the City's code is more restrictive.
- 5) The County defines "knowingly renting" to include, but not be limited to renting after being notified that the prospective renter is a sexual offender (Section 21-283 [a]). The City does not have such a definition. The County is neither more nor less restrictive in this regard.

- 6) The County establishes a mandatory procedure for an owner/lessor to determine whether a prospective renter is a registered sexual offender (Section 21-283 [b]). The City has no such provision. In this case, I would consider the County to be more restrictive in that the provision is mandatory upon a landlord and, therefore, would apply to rentals in the City. I believe the City Police Department has the ability to assist in the compliance with this Section.
- 7) The County provides a penalty on the landlord who violates Section 21-283 (a), namely: \$500 or 60 days, or both, for a first offense and \$1,000 or 364 days for a second offense. (Section 21-283 [c]). Miami Beach only provides for a code violation for a landlord failing to comply. Therefore, I would consider the County provision more stringent and, therefore, more restrictive.
- 8) The County has a s separate section prohibiting a sexual offender or sexual predator from knowingly being present in a County or municipal park when an unescorted child under 16 is present (Section 21-284 [a]). The County requires signage at the entrance to the Park notifying the public of the prohibition (Section 21-284 [b] and also prohibits said offender from being present in a child care facility, with some exceptions (Section 21-284 [c]). The Section also sets penalties of a fine of up to \$500 and/or imprisonment up to 60 days, for the first offense. A second offense increases the penalty to up to \$1,000 and/or up to 364 days.

The City has no such provision and, therefore, this Section would be mandatory on the City.

As provided in the County Code where the provisions of the County Ordinance are more restrictive, the County Ordinance would apply. Where the City Code is more restrictive, the City Code would apply.

If the County Ordinance creates confusion in the administration of the Ordinance, the City has the option of opting out. We may also want to examine the County Ordinance with a view of adopting some of its provisions, particularly as the details it sets forth. However, the City Ordinance affects more locations and is, therefore, more restrictive as to that aspect and is the law of the City.

I hope that this will be of some help.

MHD:lm

cc: City Manager Jorge M. Gonzalez  
Gary Held, First Assistant City Attorney  
Jorge Gomez, Planning Director

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: January 11, 2006

SUBJECT: **REFERRAL TO THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE AND THE FINANCE AND CITYWIDE PROJECTS COMMITTEE A DISCUSSION ITEM REGARDING THE ISSUANCE OF A NEW REQUEST FOR PROPOSALS FOR THE MANAGEMENT AND OPERATION OF 1) GREEN (FARMERS) MARKET ON LINCOLN ROAD; 2) STREET MARKET ON ESPANOLA WAY; 3) STREET MARKET IN NORMANDY VILLAGE; AND 4) ANTIQUE & COLLECTIBLES MARKET ON LINCOLN ROAD.**

The Mayor and City Commission adopted the following Resolutions, approving Concession Agreements (one year term, plus a one year option) for open-air markets on certain City public rights-of-way, after conclusion of a public and competitive Request for Proposal (RFP) process:

Espanola Way Street Market (Reso. No. 2004-25527, March 17, 2004)

- Operator: The Market Company, Inc.
- Term: April 1, 2004 through March 31, 2006

Lincoln Road Green Market (Reso. No. 2004-25528, March 17, 2004)

- Operator: The Market Company, Inc.
- Term: April 1, 2004 through March 31, 2006

Normandy Village Street Market (Reso. No. 2004-25528, March 17, 2004)

- Operator: The Market Company, Inc.
- Term: April 1, 2004 through March 31, 2006

Lincoln Road Antiques & Collectibles Market (Reso. No. 2004-25682, Sept. 8, 2004)

- Operator: Production Sud, Inc.
- Term: October 1, 2004 through September 30, 2006 (Market only operates during "season" October 1<sup>st</sup> through May 31<sup>st</sup>)

These markets were originally authorized via Special Event permits and were intended to provide a vehicle by which to attract patrons to the respective rights-of-way and neighboring merchant areas in order to facilitate support of said areas. In 2002 it was determined that the most appropriate manner in which to continue operating these markets would be through the aforementioned RFP process. All Agreements are scheduled to expire in 2006.

As such, the Administration recommends that the Mayor and City Commission refer the matter to the Neighborhoods/Community Affairs Committee and the Finance and Citywide Projects Committee for discussion.

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Agenda Item C4F

Date 1-11-06

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager *Jorge*

DATE: January 11, 2006

SUBJECT: **REPORT OF THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE MEETING HELD ON TUESDAY, NOVEMBER 29, 2005.**

A meeting of the Neighborhoods/Community Affairs Committee was held on Tuesday, November 29, 2005 at 2:30 p.m. in the City Manager's Large Conference Room. Commissioners in attendance: Matti Herrera Bower, Saul Gross and Richard L. Steinberg. City staff in attendance: Fred Beckmann, Director – Public Works; Robert Halfhill, Assistant Director – Public Works; Jimmy McMillion, Special Projects Coordinator – Neighborhood Services Dept.; Jordanna Rubin, Environmental Manager; Demar Woodson, Right of Way Manager.; Alexis Rodriguez, Engineering Assistant; Patricia Bocio, Public Works Dept.; Yvonne Sepulveda, Aide to Commissioner Bower; and Randi MacBride, Neighborhood Services Dept. Others in attendance are listed in the attached sign-in sheet.

### **1. DISCUSSION REGARDING AN ORDINANCE REVISING THE REGULATION AND ADMINISTRATION OF NEWSPAPER RACKS.**

This item is returning to the committee six months after the City Commission adopted the ordinance regulating newsracks to review and discuss problems resulting from the revisions. The following items were identified by the publishers and the City as issues that needed to be revisited:

- a. Should the City be allowed to immediately remove non-permitted newsracks owned by non-registered publishers from the right-of-way?

The committee moved to approve the staff recommendation to amend the ordinance to allow for the immediate removal of non-permitted newsracks placed on the right-of-way by non-registered publishers.

- b. Should the annual fee for renewing newsrack permits be lowered?

The committee moved to lower the annual fee from \$35.00 to \$25.00 with the understanding that the idea is not to generate revenue but to pay for the cost of administration and enforcement and will be reviewed after one year.

Agenda Item C6A  
Date 1-11-06

- c. Should the ordinance be revised to allow graphic publication identification decals on the back of newsracks?

The committee moved to approve the staff recommendation to leave the specifications for decals on the newsracks as contained in the ordinance unchanged as the original intent was to present a clean, uncluttered appearance on the newracks.

**2. REPORT ON PILOT PROGRAM TO ALLOW DOGS ON THE BEACHWALK.**

The Committee moved to notify the neighborhood of the results of the pilot program (see attached) and advise them that the program will be cancelled in 45 days unless there is substantial improvement in people picking up after their dogs and keeping their dogs on their leashes. After the neighborhood has been notified and the 45 day extension has expired, Fred Beckmann, Public Works Director, will bring the item back to the Neighborhoods/Community Affairs Committee with an update.

**3. DISCUSSION REGARDING THE ONE-WAY FEASIBILITY STUDY OF HARDING AVENUE FROM 69<sup>TH</sup> STREET TO 72<sup>ND</sup> STREET.**

The committee moved to leave Harding Avenue as is and incorporate the data acquired in this study in a more complex traffic analysis with a much larger picture.

JMG\HMF\VPG\rfm



MIAMIBEACH

# NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE

NOVEMBER 29, 2005

## SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Jordanne Rubin	Environmental / Pub	x 6121	krubin@miamibeachfl.gov
DANAE WILCOXSON	PUD - ROWL	6041	" "
Fernando Alonso	Sun Sentinel	(954) 455-1689	dfernandez@sun-sentinel.com
Fernando Lopez	The Miami Herald	(786) 255-6792	FLOPEZ@herald.com
Julian Suarez	Miami New Times	305-571-7509	Julian.Suarez@miami-newtimes.com
CHRIS TERRELL	Miami New Times	1 (954) 560-1637	CHRIS.TERRELL@miami-newtimes.com
John	New Times	205-571-7501	john@newtimes.com
John	Sun Sentinel	305-4389-7979	john@sun-sentinel.com
John Hamilton	Real Estate Bank	305-932-3066	hamilton@real-estate.com
Dona's Worth	1390 Ocean Drive #207	305-532-1145	Dontanton@1390ocean.com

Yvonne W. Sepulveda aide to comm. BOWEN at 6091

aul.com  
yvonnesepulveda@miamibeachfl.gov



# NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE

NOVEMBER 29, 2005

## SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Clotilde Luce	resident - citizen	305-538 6701	clluce@bellsouth.net
NINA WEBER WORTH	resident - citizen	305-532-1145	ninanevnu@aol.com
Jo Manning	Resident / Citizen	305-538-3270	drmark@juno.com
FRANK DEL VECCHIO	301 OCEAN DRIVE #604, MAR 31/39	305-672-2488	frankdelvechio@att.net
Patricia Bucio	Public Works / CMB	305-673-7080	patricia.bucio@miamibeachfl.gov
Alexis Rodriguez	P/W Eng CMB	305-673 7080	alexis.rodriguez@miamibeachfl.gov
Paul Miller	USA TODAY	954-663 8728	pmiller@usatoday
Korner Ortiz	MIAMI HERALD	305-376-3223	corner@herald.com
Don Louser	Miami Herald	786-255-6786	DLouser@herald.com
Saul Gross	CMB	673-7104	saul@miamibeachfl.gov



MIAMI BEACH

NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE

NOVEMBER 29, 2005

SIGN-IN SHEET

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NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Richard Skibben	CMRC		
Mathi Bower	CMBC		
RT Hayles	PW	6833	
Fred Beckmann	PWD	x 6012	



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

ENVIRONMENTAL RESOURCES MANAGEMENT DIVISION  
PUBLIC WORKS DEPARTMENT  
Tel: 305-673-7080, Fax: 305-673-7028

**To:** Chairman and Members of the Neighborhood/Community Affairs Committee

**From:** Fred H. Beckmann  
Public Works Director

**Date:** October 20, 2005

**Subject: REPORT ON PILOT PROGRAM TO ALLOW DOGS ON THE BEACHWALK**

The City of Miami Beach is developing series of bicycle/pedestrian/greenway projects to be known as the Atlantic Greenway Network (AGN). The AGN is made up of two main trail systems; the Beach Corridors, which extend in a general northbound/southbound direction, between the erosion control line and the dune system; and the Neighborhood Trails, which extend in a general east-west as well as north-south directions through the south, middle, and north beach neighborhoods. Individual projects will be constructed to create a continuous trail network allowing for alternative transportation and community enhancement. The Beachwalk, a fifteen foot wide, multi-use recreational corridor, is the first segment completed of the Atlantic Greenway Network.

City staff has developed rules and guidelines for the use of the Beachwalk, which address whether pets should be allowed on the Beachwalk. Pursuant to Miami - Dade County Ordinance Chapter 5, sec.5-4 & Miami Beach Ordinance sec.10-10, no pets are allowed on the Beach. The Beachwalk, which is located east of the Erosion Control Line, is subject to those State and local ordinances that govern the beach environment. Staff has reviewed these proposed guidelines with the Hotel Association, Bikeways Committee, Pedestrian sub-committee, and the Boucher Brothers Concession. City staff met with the South Beach Hotel Association and there was not a consensus of whether to allow dogs on the Beachwalk. The allowance of pets on the Beachwalk is still to be determined.

At the request of the City Commission, staff has implemented a three month pilot program to allow pets on the Beachwalk. As of June 2005, waste dispensers were installed at every streetend to help minimize impacts on the dune eco-system and paver walkway. The pilot program concluded as of September 2005.

The following are some initial results of the pilot program:

- Animal waste and dogs off the leash has been documented by photographs over the three month period. Waste was found in landscaping, within the dune, and along the beachwalk path.

- Most waste dispensers remained empty as of July 2005. Of the twelve dispensers only one dispenser had a few bags remaining.
- A survey was conducted regarding the pilot program. 150 people were surveyed over one weekend in September 2005. Surveys were taken from 11<sup>th</sup> street to 35<sup>th</sup> street along the Beachwalk and the Boardwalk.
  1. The majority of those surveyed (66%) commented that animal waste is a consistent problem; Most surveyed felt that the local population was not respectful of picking up dog waste.
  2. Of those surveyed, 12% admitted to letting their dogs off a leash, mainly at night.
  3. The majority of those surveyed (56%) do not want to allow dogs on beach.

Due to the numerous health, environmental, and public concerns, City staff does not recommend changing County and City ordinances to allow pets on the Beachwalk.

c: Bob Halfhill, Assistant Public Works Director  
Fernando Vazquez, City Engineer  
Jordanna Rubin, Environmental Resources Manager

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **MEETING OF THE LAND USE AND DEVELOPMENT COMMITTEE**

A meeting of the Land Use and Development Committee was held on Monday, December 12, 2005 at 4:00 p.m., in the City Manager's Large Conference Room. The following were in attendance: Commissioners Mattie Bower, Saul Gross and Jerry Libbin. Members of the City administration and public were also in attendance, see sign in sheet attached. The meeting was called to order at 4:20 p.m.

### OLD BUSINESS

1. **DISCUSSION REGARDING JACKSONVILLE BARRIER REMOVAL ORDINANCE / ADA PILOT PROJECT.** Referred at the October 13, 2004 City Commission Meeting. Discussed at the January 11, 2005, April 11, 2005 and November 14, 2005 Land Use and Development Committee Meeting.

**ACTION:** The Public Works staff provided the Committee with an update on the Jacksonville Barrier-Removal Ordinance/ADA Pilot Project. Contact has been made with several businesses, of which some have agreed to voluntarily undertake barrier removal.

City staff will actively pursue contacting additional businesses with barrier-removal issues in order to set up meetings. Success will be measured in terms of the degree of barrier-removal accomplished by the businesses.

Commissioner Gross suggested contacting another additional eight businesses and that the progress updates could be made by Letter to Commission instead of bringing it back to the Committee meetings.

The sixty day follow-up will be reported to the Committee via memo with copy to the Mayor and other Commissioners.

JMG/JAGG/lr  
T:\AGENDA\2006\jan1106\consent\Land Use 12122005 Meeting Minutes.doc  
Attachment

Agenda Item CLB  
Date 1-11-06

LAND USE AND DEVELOPMENT COMMITTEE MEETING  
December 12, 2005 at 4:00 p.m.  
City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. <i>George Gomer</i>	<i>jgomer@miamicbeachfl.gov</i>	7550	7559
2. <i>Comm. Dower</i>	<i>mdth@ " "</i>	7030	
3. <i>JOHN HEFFERNAN</i>	<i>johnheffernan@miamicbeachfl.gov</i>	7035	
4. <i>Comm. J. Libbin</i>	<i>Jerry <del>Libbin</del> @ " "</i>	7030	
5. <i>Fred Beckmann</i>	<i>fbeckmann@miamicbeachfl.gov</i>	7012	7023
6. <i>Robert HALLPHILL</i>	<i>RHallphill@ " "</i>	7080	7028
7. <i>Helen Johnson Wright</i>	<i>hjohnsonwright@miamicbeachfl.gov</i>	X 6983	
8. <i>Comm. Saul Gross</i>	<i>Saul@ " "</i>	7030	
9.	@		
10.	@		
11.	@		
12.	@		
13.	@		
14.	@		
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19.	@		
20.	@		



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE  
(COMMITTEE) MEETING OF DECEMBER 21, 2005.**

Chairman Saul Gross recognized former City of Miami Beach Commissioner Nancy Liebman.

Vice-Chairman Richard L. Steinberg recognized Village of Pinecrest Councilmember Gail D. Serota.

### OLD BUSINESS

1. Discussion regarding the City of Miami Beach and Miami City Ballet (Ballet) proposed Term Sheet.

### ACTION

The Committee approved the proposed Term Sheet as amended on December 20, 2005 by the Planning Board.

The Administration was also instructed to bring back to the Committee, in January 2006, a listing of public benefits offered by the Miami City Ballet to residents of the City of Miami Beach.

Chief Financial Officer Patricia D. Walker and First Assistant City Attorney Raul Aguila introduced the item. Ms. Walker and Mr. Aguila summarized the proposed Term Sheet incorporated with the Planning Board's (Board) comments from their December 20, 2005 meeting.

Mr. Aguila described the following terms recommended by the Board:

- Section 2 of the Term Sheet: criteria (as negotiated between the City and the Ballet) should be added to the renewal terms of the lease, so that renewal terms are not exercised automatically without Administrative review of any criteria;
- Section 5 of the Term Sheet: the term "restaurant" should be deleted from permitted uses for the building, but operating and maintaining a café as an ancillary or accessory use to the facility (i.e. similar to the Bass Museum of Art and the Wolfsonian Museum) is permitted;

Agenda Item C6C  
Date 1-11-06

- Section 6 of the Term Sheet: the Capital Maintenance and Replacement Fund \$90,000 Ballet contribution for the first three (3) years should not be waived, but could be apportioned over the initial forty (40) year term of the Lease with an annual CPI adjustment;
- A provision be included in the proposed Lease that, in the event of destruction of the Building as a result of a force majeure (hurricane, fire, or other Act(s) of God), the City would have no obligation to rebuild the Building; and,
- Upon the City's purchase and closing of the Building (and hence upon the Building becoming a City asset and therefore "City property"), it comply with the City's Ordinance for Naming of Public Facilities, Monuments, and Memorials.

Chairman Gross recommended that public benefits proposed or currently offered by the Ballet to the City should be incorporated into the Term Sheet.

Mr. Aguila stated that the next step for the City would be to set a public hearing on January 11, 2006 and return to the City Commission on February 8, 2006 for final approval of the Term Sheet.

The Administration was instructed to bring back, in January 2006, after the initial setting of a public hearing on January 11, 2006 and before the February 8, 2006 Commission meeting, a listing of public benefits offered by the Ballet to residents of the City of Miami Beach.

## **2. Discussion regarding the proposed issuance of City of Miami Beach Water and Sewer Bonds.**

**The Committee approved the proposed refinancing of the Series 1995 Water and Sewer Revenue Bonds and the issue of approximately \$9.1 million in new money through a loan agreement with the Gulf Breeze Florida Local Government Loan Program.**

**The Administration was instructed to return to the Committee with a sequencing schedule of water and sewer projects and a schedule outlining the funds anticipated to be needed in order to complete the capital program.**

Ms. Walker summarized and introduced the item. Ms. Walker stated that the Administration is continuously seeking to develop financing plans which will generate savings for the City. Ms. Walker added that an opportunity to refund the Series 1995 Water and Sewer Revenue Bonds, as well as, allow the City to finance new water and sewer projects on a tax-exempt basis is available through a loan agreement with the Gulf Breeze Florida Local Government Loan Program. She added that the proposed transaction will generate net present value savings of approximately \$600 thousand.

Ms. Walker additionally stated that the Committee, approximately one year ago, approved a proposed refinancing and new issue of Water and Sewer Revenue Bonds. She further stated that, at the time, Bond Counsel recommended against the proposed Water and Sewer Revenue Bonds because of existing three-year spend down rules and regulations. Ms. Walker stated that projects are now under way, existing water and sewer funds are being utilized for projects, and Bond Counsel is recommending the City proceed with the proposed loan agreement.

Ms. Walker added that under the City's current water and sewer rate structure, no rate increases are anticipated as a result of this proposed loan agreement.

Ms. Walker stated that the proposed agreement would refinance approximately \$37 million, generating a present value savings of \$600,000. Ms. Walker additionally stated that an additional \$9.1 million is now available for new projects and an additional \$13 million will be available in April 2006.

Assistant City Manager Tim Hemstreet and Capital Improvement Program Director Jorge E. Chartrand addressed the Committee and spoke about project sequencing. Mr. Hemstreet stated that the proposed new money would cover the gap for the sequencing of the projects until the year 2008, when the City would most likely need to secure additional funding to cover the remaining water and sewer capital projects.

Mr. Richard Montalbano, Managing director for RBC Capital Markets (Financial Advisor to the City) addressed the Committee. Mr. Montalbano stated that for the past six years his firm (formerly William R. Hough & Co.) has served as the remarketing agent to the Gulf Breeze Program. He further stated that in this capacity, he has assisted the City in financing several of its projects through the Gulf Breeze Program and the City has significantly benefited by financing several of its projects through the Gulf Breeze Program.

Mr. Montalbano added that prior to his firm's appointment as the City's financial advisor in November, 2002, his firm served as one of the City's investment bankers. He added that in 2000 his firm arranged for the City to borrow \$30 million for General Obligation related projects for which substantially all of the financing costs were paid for by excess investment earnings of the Gulf Breeze Program. He also stated that in 2001, his firm arranged the \$47,145,000 annual appropriations financing which allowed the City to finance certain projects, such as the golf course renovations.

Mr. Montalbano stated that for each of the City's existing Gulf Breeze loans his firm served as the remarketing agent to the Gulf Breeze Program. He added that at the time Mr. J. W. Howard, who is now with Bear Stearns, served as the City's financial advisor. Mr. Montalbano further stated that since RBC Capital Markets currently serves as the financial advisor to the City and also serves as the sole remarketing agent to the Gulf Breeze Program, proceeding in these capacities for the proposed water and sewer refunding and new money financing plan described above would result in a conflict of interest.

Mr. Montalbano added that it should be understood that his firm will be serving as underwriter to Gulf Breeze and not the City of Miami Beach. He stated that he would like to provide the City with full disclosure regarding the proposed change in his role from financial advisor to underwriter.

Mr. Luis Reiter, from the firm of Squire, Sanders & Dempsey, bond counsel to the City stated that in order to avoid any conflicts of interest, he would recommend that the City consider granting a waiver which will allow RBC Capital Markets to continue to serve as the remarketing agent to the Gulf Breeze Program as it relates to the above referenced financing plan and since Mr. Howard of Bear Stearns has previously served as the City's financial advisor for each of its prior Gulf Breeze Program loans and is familiar with the loan documents and remarketing procedures, that the City engage Bear Stearns, which currently serve on the City's team of investment bankers, as its financial advisor specifically for this proposed Gulf Breeze Program transaction.

Mr. Montalbano stated that RBC Capital Markets would continue to serve as the City's financial advisor as outlined in our Financial Advisory Agreement dated November 15, 2002 for all other financial advisory services.

### **3. Discussion regarding the Internal Audit Plan for Fiscal Year 2005/06.**

#### **ACTION**

##### **No Action Necessary**

Office of Budget and Performance Improvement (OBPI) Director Kathie G. Brooks and Internal Auditor James Sutter introduced and summarized the item. Ms. Brooks stated that this item was previously heard at the Committee's October 12, 2005 meeting in which the Administration was asked to bring back a schedule listing which departments and/or functions are subject to internal audit review and when they were last audited.

Ms. Brooks explained that the Internal Audit Division of the OBPI is responsible for performing audits and reviews as required by City Code, state agreements, or as routinely scheduled.

Mr. Sutter summarized the Internal Audit plan for Fiscal Year 2005/06.

Vice-Chairman Steinberg reiterated, as stated at the October 12, 2005 meeting, in future years the proposed audit plan should not be published and should be brought to the Committee at the end of the Fiscal Year for a review of the year's findings.

Ms. Brooks and Ms. Walker stated that the City's external auditors, KPMG, also conduct an annual audit of the City's financials and internal controls which is made available to the City Commission and general public.

#### **NEW BUSINESS**

### **4. Discussion regarding the proposed land exchange of City-owned property located at 1833 Bay Road for the privately owned property located at 1825 West Avenue.**

#### **ACTION**

**The Committee instructed the Administration to obtain an appraisal which takes into account the value added to the Goldwater assemblage of parcels by obtaining the City-owned property located at 1833 Bay Road.**

**The Administration was also instructed to hold community meetings in Sunset Harbour and the Flamingo Park area where input from residents could be obtained before bringing the proposed transaction back to the Committee for review.**

Assistant City Manager Tim Hemstreet introduced and summarized the item. Mr. Hemstreet stated that the City has been looking at alternatives to relocate the Property Management Facility (PMF), currently located within Flamingo Park, in order to free up park space and find a more practical location for the PMF outside of the park boundaries at a reasonable cost.

Mr. Hemstreet added that difficulties in relocating the facility include:

- The PMF needs a sizeable replacement facility to reasonably operate;
- Necessity to be within Miami Beach; and,
- Area of relocation must have suitable zoning and land use.

Mr. Hemstreet stated that in January 2005 the City purchased the property located at 1833 Bay Road. He added that the property currently houses a division of the Parking Department with two adjacent city-owned parcels used as a parking lot.

Mr. Hemstreet stated that the three parcels are 24,000 square feet (8,000 each) and are collectively known as 1833 Bay Road. He further stated that the site has been deemed to be too small to meet the PMF's requirements without demolishing the existing building and constructing a parking garage with warehouse and office space.

Mr. Hemstreet added that in May 2005 the City was approached by Mr. Zalman Fellig and Mr. Solomon Fellig, of Goldwater Realty, to obtain the City's three parcels.

Mr. Zalman Fellig and Mr. Solomon Fellig addressed the Committee and spoke about their proposal regarding the proposed land exchange of City-owned property located at 1833 Bay Road for their privately owned property located at 1825 West Avenue. The Fellig brothers stated that if the proposed transaction is approved they have no intention to change the zoning.

The Fellig brothers described their property which includes four continuous parcels totaling 32,000 square feet within the I1 district and includes two 6,000 square foot warehouses for a total of 12,000 square feet of warehouse space.

Public Works Director Fred Beckmann stated that City staff has inspected the proposed site and have determined that the PMF could relocate to the Goldwater site and the existing warehouse buildings could be adapted to Property Management's needs.

Mr. Hemstreet added that due to a differential in value between the City-owned property and the Goldwater property, a recent appraisal calculated that the City would owe the Fellig brothers approximately \$4 million in cash to complete this transaction.

The Committee discussed the pros and cons of the proposed land exchange.

Vice-Chairman Steinberg expressed his concerns with the \$4 million additional asking price. He stated that he believes the City-owned property is being undervalued in the appraisal because the appraisal does not take into account the value the Fellig's will obtain by assembling numerous parcels if they obtain the City-owned property.

  
JMG/PDW/mm

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# ATTENDANCE SHEET MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

**DATE: DECEMBER 21, 2005 TIME: - 2:30 PM**

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
LUIS NETER	Squire, Jander & Murphy LLP. 305-577-7710
J.W. HOWARD	BEAR STEAKS.
Dick Montalbano	RBC Capital Markets
FRANK KRUSIEWSKI	SUNSET Harbour Neighborhood
Judith Furick	Sunset Harbour
STANLEY LEVICK	SUNSET HARBOUR
Dwight Kraai	Sunset Harbour
NINA BONISKE	MIAMI CITY BALLET
Gail D. Serota	Weiss Serota Helfman 305-854-0800
Pamela Gardiner	Miami City Ballet 305-429-7000
JOHN HEFFERNAN	MAYOR & COMMISSION 7030
Richard Steinberg	CMBC
Matthi Bauer	CMBC.
Dolores M. Mejia	CMO ext. 6834
Yvonne W. Sepulveda	Mayor & Comm. Office ext 6091
marlene Taylor	Mayor + Comm. Office x6087
Solomon Fellig	Chadwick Hall.



# ATTENDANCE SHEET

## MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

**DATE: DECEMBER 21, 2005 TIME: - 2:30 PM**

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
JEFF DONNELLY	305-532-1441
Marty Evans	CBA group (305) 604-8923
Margarita Allen	Mayor & Commission
Ranice Sherman	305-538-0082
RAMON SUAREZ	CMB-FINANCE 7466
MANNY MARQUEZ	" " 7466
TRISH WALKER	" " "
SAUL GROSS	CMBC
TIM HEMSTREET	CMO
JORGE CHARTRAND	CMB CIP
FRED BECKMANN	" PW
JIM SUTTER	" INTERNAL AUDIT
KATHIE BROOKS	" OBPI
RAUL AGUILA	" CITY ATTORNEYS OFFICE
BOB MIDDAUGH	" CMO
JORGE CANO	" CIP

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# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE  
MEETING ON DECEMBER 5, 2005**

The General Obligation Bond Oversight Committee ("Committee") met on December 5, 2005. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the November 7, 2005 General Obligation Bond Oversight Committee meeting; with the exception of some minor terminology corrections.

### CONTINGENCY REPORT

The Administration informed the Committee that no new change orders had been approved.

### DISCUSSION ITEMS

The 2006 Meeting Dates, as updated from the previous meeting, were accepted.

The Administration answered several questions presented by the Committee:

The Administration acknowledged the unpleasant odor as a result of the by-pass pump placed at the **Pump Station at 26<sup>th</sup> Street**. The smell is a result of the gasses escaping the manhole cover which the pump is connected through. The Administration added that the situation is temporary and will conclude within a month.

The Committee asked about neighborhood specific projects. The Administration explained that Hazen and Sawyer and CIP together were reviewing pricing for **Oceanfront** and **Belle Isle Park** Right-of-Way projects. If the pricing is acceptable, the projects may begin as soon as January, since permitting is concurrently taking place. The Administration continued to explain that at least two more projects, specifically **Normandy Isle** and **LaGorce**, will begin before the end of the year; one as early as the summer. The next two projects planned are **Normandy Shores** and **Nautilus** neighborhoods, but warned difficulty with consulting and regulatory agencies may delay commencement until calendar year 2007.

The Committee acknowledged the updated project status report and the significant impact changes to underground Storm Water and Water and Sewer scope have made in terms of project costs and time delays. This was highlighted by a handout provided by a Committee member. A Committee member reminded everyone that although Water and Sewer and Storm Water Bonds fund a huge portion of the streetscape projects, the GO Committee's focus should not be on these components of the project.

Agenda Item CGD  
Date 1-11-06

The Committee recommended that the Administration provide an annual report, to include:

1. What has caused delays, to include the importance of Water and Sewer and Stormwater Funding,
2. Provide an updated project sequencing report, including delays and major elements of such delays, along with a project timetable, and
3. Identify where additional funding from other bonding sources, particularly Water and Sewer and Stormwater, is necessary and planned. Furthermore, what additional streetscape work is planned in the future by neighborhood.

### **PROJECT STATUS REPORT**

The Administration advised the Committee that **Fire Station No. 2** is well on schedule for an early spring completion. The third floor and roof concrete were being poured.

**Fire Station No. 4** was progressing even faster than **Fire Station No. 2**, the Administration informed the Committee, adding that all concrete has been placed, the partitions were being installed and the mechanical was substantially complete.

The Administration communicated that the park portion of **Normandy Isle Park and Pool** is on schedule. The contractor finished the fence post placement and the sod by the courts and field will be completed by the end of the year, per the contractor. Stucco is now being applied to the fence posts. The building inspection issues will be complete within a couple of weeks, at which time the concrete work on the roof may continue.

### **INFORMATIONAL ITEMS**

The updated Calendar of Scheduled Community Meetings was presented but not reviewed.

  
JMG/THUJEBH/GOL

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**Condensed Title:**

Resolution approving two 364 day lease agreements with the not-for-profit Arts and Business Council of Miami and Florida Dance Association.

**Key Intended Outcome Supported:**

Increase community rating of cultural activities.

**Issue:**

Shall the City Commission approve the lease agreements?

**Item Summary/Recommendation:**

Leasing office space to the Arts and Business Council of Miami and Florida Dance Association would lend continued support to the cultural arts community and be in the best interest of the City.

Approve the Resolution.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

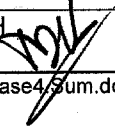
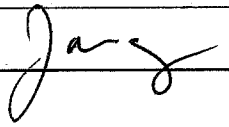
OBPI

Financial Impact Summary:

**City Clerk's Office Legislative Tracking:**

Jose Damien X6727

**Sign-Offs:**

Asset Manager	Assistant City Manager	City Manager
JD	TH 	

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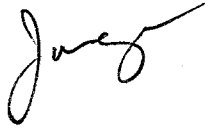


# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: January 11, 2006

**SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TWO LEASE AGREEMENTS BETWEEN THE CITY OF MIAMI BEACH AND THE FOLLOWING NOT-FOR-PROFIT CULTURAL ENTITIES: 1) ARTS AND BUSINESS COUNCIL OF MIAMI, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; AND 2) FLORIDA DANCE ASSOCIATION, INC., FOR THE USE OF APPROXIMATELY 560 SQUARE FEET OF OFFICE SPACE; ALL IN SUITE 402 OF THE CITY-OWNED BUILDING, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA; EACH LEASE AGREEMENT FOR A TERM OF THREE HUNDRED SIXTY FOUR (364) DAYS, COMMENCING ON FEBRUARY 1, 2006, AND ENDING ON JANUARY 30, 2007**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

On January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25106 approving Lease Agreements with the Arts and Business Council of Miami, Inc. (ABC); the Children's Cultural Coalition of Dade County, Inc. (CCC); and the Florida Dance Association, Inc. (FDA), at the City-owned Byron Carlyle Theater (Theater), located at 500 71<sup>st</sup> Street, Miami Beach, Florida. Each of the Lease Agreements were for a term of two years, commencing on February 1, 2003, and ending on January 30, 2005.

In the first quarter of 2003, prior to the commencement of the renovations to the Theater, the ABC, CCC, and FDA were relocated to Suite 402 of the City-owned building located at 1701 Meridian Avenue.

Subsequently, the City of Miami Beach Cultural Arts Council (CAC) recommended initiating a cultural arts incubator program that would provide subsidized office space to new arts organizations through an application and panel review process functioning similar to the cultural grants program. As such, and in accordance with said panel review process, the CAC would provide the City with its recommendations as to future tenants for the Theater. After operating the Theater for its first full year, the Administration and CAC acknowledged

that office space was not available at the Theater to implement the cultural arts incubator program.

On November 10, 2004, the Mayor and City Commission adopted Resolution No. 2004-25734, approving Lease Agreements with the ABC, CCC, and FDA, at the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida. Each of the Lease Agreements was for a term of 364 days, commencing on February 1, 2005, and ending on January 30, 2006.

The Arts and Business Council of Miami, Inc. and Florida Dance Association, Inc. have each requested to enter into new lease agreements. The Children's Cultural Coalition has relinquished its office space and is not desirous of entering into a new lease agreement. The Administration is prepared to recommend the approval of new lease agreements for the two remaining cultural organizations, at 1701 Meridian Avenue, Suite 402, thus affording the organizations a one (1) year period to identify alternative permanent office space.

The two Lease Agreements, as attached hereto, include the following terms and conditions:

Term:

Each Lease Agreement has a term of three hundred sixty four (364) days, commencing on February 1, 2006, and ending on January 30, 2007.

Termination for convenience:

Terminable by either party with sixty (60) day prior written notice.

Rent:

The respective lessee organizations will continue to pay the City a share of the building's operating expenses, which will offset costs incurred by the City, including common area maintenance, real estate taxes and insurance.

Therefore, the Administration recommends that the Mayor and City Commission, authorize the Mayor and City Clerk to execute two (2) lease agreements between the City of Miami Beach and the following not-for-profit cultural entities: 1) Arts and Business Council of Miami, Inc., for the use of approximately 280 square feet of office space; and 2) Florida Dance Association, Inc., for the use of approximately 560 square feet of office space; all in Suite 402 of the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida; each lease agreement for a term of three hundred sixty four (364) days, commencing on February 1, 2006, and ending on January 30, 2007.

JMG:TH:JD:rlr

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TWO LEASE AGREEMENTS BETWEEN THE CITY OF MIAMI BEACH AND THE FOLLOWING NOT-FOR-PROFIT CULTURAL ENTITIES: 1) ARTS AND BUSINESS COUNCIL OF MIAMI, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; AND 2) FLORIDA DANCE ASSOCIATION, INC., FOR THE USE OF APPROXIMATELY 560 SQUARE FEET OF OFFICE SPACE; ALL IN SUITE 402 OF THE CITY-OWNED BUILDING, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA; EACH LEASE AGREEMENT FOR A TERM OF THREE HUNDRED SIXTY FOUR (364) DAYS, COMMENCING ON FEBRUARY 1, 2006, AND ENDING ON JANUARY 30, 2007**

**WHEREAS**, on November 10, 2004, the Mayor and City Commission adopted Resolution No. 2004-25734, approving Lease Agreements with the following not-for-profit cultural entities: Arts and Business Council of Miami, Inc.; Children's Cultural Coalition of Dade County, Inc.; and Florida Dance Association, Inc., at the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida; and

**WHEREAS**, each of the Lease Agreements was for a term of 364 days, commencing on February 1, 2005, and ending on January 30, 2006; and

**WHEREAS**, the City of Miami Beach Cultural Arts Council has recommended initiating a cultural arts incubator program that provides subsidized office space to new arts organizations through an application and panel review process functioning similar to the cultural grants program and will be recommending future tenants for the Byron Carlyle Theater; and

**WHEREAS**, only the Arts and Business Council of Miami, Inc. and Florida Dance Association, Inc. have requested to enter into new lease agreements for a term of 364 days, commencing on February 1, 2006, and ending on January 30, 2007, pending the implementation of the above noted incubator process; and

**WHEREAS**, the Administration has determined that leasing office space to the Arts and Business Council of Miami, Inc. and Florida Dance Association, Inc. would lend continued support to the cultural arts community and be in the best interest of the City of Miami Beach.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the Mayor and City Clerk to execute two (2) lease agreements between the City of Miami Beach and the following not-

for-profit cultural entities: 1) Arts and Business Council of Miami, Inc., for the use of approximately 280 square feet of office space; and 2) Florida Dance Association, Inc., for the use of approximately 560 square feet of office space; all in Suite 402 of the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida; each lease agreement for a term of three hundred sixty four (364) days, commencing on February 1, 2006, and ending on January 30, 2007.

**PASSED and ADOPTED** this \_\_\_\_\_ day of January 2006.

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

JMG\TH\JD\rlr

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

12/15/05  
\_\_\_\_\_  
Date

# **LEASE AGREEMENT**

THIS LEASE, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between the **City of Miami Beach**, a Florida municipal corporation (Lessor), and the **Arts and Business Council of Miami, Inc.**, a Florida not-for-profit corporation (Lessee).

## **WITNESSETH:**

The Lessor, for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, does hereby lease and demise unto the Lessee the following described premises (the Premises) situated in the City of Miami Beach, County of Dade, State of Florida:

Approximately two hundred eighty (280) square feet equal to one third ( $\frac{1}{3}$ ) of the total eight hundred forty (840) square feet of administrative office space, as more specifically delineated in Exhibit A, attached hereto and incorporated herein, located on the fourth floor (Suite 402) of the building located at 1701 Meridian Avenue, Miami Beach, Florida.

TO HAVE AND TO HOLD the Premises unto the Lessee, for a term of three hundred sixty four (364) days beginning on the **1st day of February, 2006**, and ending on the **30th day of January, 2007**, the Lessee yielding and paying to the Lessor the rental sum of **One Dollar (\$1.00)** per year, for the Lease term, as agreed to by the parties hereto, payable upon execution of this Agreement.

Lessee agrees to pay to Lessor as "minimum rent," without notice or demand, the sum set forth above, as stipulated above, at the Commencement Date of the Lease Year during the term thereof.

Lessee shall also pay the following as "additional rent":

All sales, real estate, use or excise tax(es) imposed, levied or assessed against the Premises or any other charge or payment required here by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against Lessor. The payment of sales tax shall be made by Lessee concurrently with payment of the minimum rent. Lessee agrees that it will pay its Proportionate Share of real estate taxes, if applicable, assessed against the Premises and its Proportionate Share of Operating Expenses in the Premises, as set forth and defined in Paragraph 2 of this Agreement. Lessee's Proportionate Share of real estate taxes will be paid upon demand accompanied by a copy of the paid tax bill. Lessee's Proportionate Share of Operating Expenses as set forth in Paragraph 2 of this Agreement, will be paid monthly (or as otherwise determined by Lessor). As used herein, Lessee's "Proportionate Share" means a fraction, the numerator of which is the square footage of the Premises and

the denominator of which is the square footage of all of the rentable area in the building of which the Premises is a part, including the square footage of the Premises.

Lessee shall be required to pay Lessor interest at the highest rate permitted by law on any rents or other payments due Lessor hereunder that remain unpaid after its due date; and, to the extent any payment of rent or other charge remains unpaid for a period of ten (10) days after its due date, in addition to any other remedies, Lessee shall pay to Lessor a late charge of fifty (\$50.00) dollars to cover Lessor's additional administrative expenses.

The Lessee agrees to keep, conform to and abide by each of the following covenants which are hereby made conditions of this Lease:

1. To pay the minimum and additional rents set forth herein in advance, at the times and in the manner aforesaid, and should the rents herein provided at any time remain unpaid after same shall become due, the Lessor shall have such remedies as may be granted pursuant to the laws of the State of Florida. All rent payments shall be made to the Lessor at the following address: City of Miami Beach Finance Department, c/o Revenue Supervisor, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida, 33139, or at such other place as the Lessor may, from time to time, designate in writing.

2. "Operating Expenses" shall include all costs associated with the maintenance and operation of the Premises, including utilities and Common Area Maintenance (CAM). Utilities and CAM shall include, but are not limited to, electricity, water, gas and garbage disposal. Effective **February 1, 2006**, and for the remaining term of this Lease, Lessor and Lessee agree that the Lessee's negotiated contribution to the Operating Expenses, as defined above, shall be **Two Hundred Forty Two Dollars and 20/100 (\$242.20) per month**, and shall be due and payable by the Lessee, without notice or demand, the monthly sum set forth above, in advance, on or before the first day of each and every successive calendar month during the term hereof. CAM costs shall be adjusted annually to reflect the actual prorated share of the Operating Expenses in the event that costs associated with the maintenance and operation of the Premises increases. Operating Expenses for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.

3. The Lessee accepts the Premises in their present "as is" condition, and is responsible for all interior modifications and maintenance, including entrance doors, windows, and screens. Lessee must first obtain Lessor's written approval for any alteration, additions and/or improvements to the Premises and then must pay for such modifications, which shall become Lessor's permanent improvements upon completion. Detailed plans for leasehold improvements shall be submitted to Lessor within thirty (30) days following execution of this Agreement by the parties hereto. The Lessee shall have the right to use any equipment, furnishing and fixtures left by Lessor on the Premises. Lessor represents that such equipment, furnishing and fixtures, are to be used in their "as is" condition, and that Lessee is solely responsible for maintaining same, at its sole cost and expense, throughout the duration of this Agreement. In the event any of the aforesaid items are lost, stolen or damaged, they shall be replaced or repaired at the sole cost and expense of

Lessee, ordinary wear and tear excepted. Upon expiration of this Agreement, Lessee shall quietly and peacefully redeliver said equipment, furnishings and fixtures to Lessor. At its option, Lessor may take inventory of the Premises, including all improvements, equipment, furnishings, and fixtures at any time prior to the commencement of, or during the term of, this Lease.

4. Lessee agrees that any noise disturbance, inconvenience, disruption, failure of any facilities, the shutting off of light or access to the Premises, or any other nuisance or nuisances, caused by or due to any repairs, alterations, improvements, additions or construction by the Lessor, its agents, servants or employees to any part or portion of the building and for parking areas wherein the Premises are located, shall not be deemed or construed as a breach or violation of the peaceful possession of the Premises on the part of the Lessee. It is specifically further agreed that any such conditions shall not give rise to any abatement, rebate or diminution of the rent reserved herein, nor to any liability or responsibility by reason thereof on the part of the Lessee. However, if such conditions were of such a nature that the Lessee was unable to use the Premises as provided herein, the proportionate share of Operating Expenses, as described in Paragraph 2 above, shall be prorated to include a credit for the period of time that the Premises were not tenable. In the event that the Premises becomes untenable, the City must be advised immediately, in writing, with regards to same.

5. It is understood that any property left on the Premises at the expiration of the Lease, shall be considered abandoned and shall become and be deemed the property of the Lessor.

6. Notwithstanding Paragraph 3 herein, at Lessor's discretion, any and all alterations or additions made by the Lessee to or in the Premises, not approved by the Lessor, shall at the request of the Lessor, at the expiration of the term of this Lease or sooner termination thereof, be removed by the Lessee at its cost and expense and Lessee further hereby agrees in such event, to restore the Premises to their original condition as of the date of this Lease.

7. Lessee shall not assign Lessee's interest in this Lease, nor sublet the whole or any part of the Premises, nor use the same for any purpose other than for use as an administrative office for the **Arts and Business Council of Miami, Inc.**, without first obtaining the written consent to such assignment or subletting, or to such change of purpose for the use of the Premises, from the Lessor, which consent shall be given, if at all, at Lessor's sole discretion. Lessee further covenants that the Premises will not be used for any purpose that will invalidate any policies of insurance now or hereafter written on the building on which the Premises are located, or will increase the rate of premium thereof.

8. Lessee shall use the Premises in accordance with all laws and ordinances now or hereinafter applicable; also to exercise all reasonable care in the use of halls, stairs, corridors, restrooms, and other fixtures and parts of the Premises used in common with other tenants in said building which may be necessary for the preservation of the Premises and comfort of the other tenants.

9. Lessee shall not permit or suffer any noise, disturbance or nuisance whatsoever on the Premises detrimental to same or annoying to the neighbors, and the Lessee acknowledges that the Premises have been received in thoroughly good order, tenantable condition and repair, of which the execution of this Lease, and taking possession hereunder, shall be conclusive evidence. Lessee further acknowledges that no representations as to the condition of the Premises have been made by the Lessor, or the Lessor's agent, and that no obligation as to the repairing, adding to, or improving the Premises has been assumed by the Lessor, and that no oral arrangements have been entered into in consideration of making this Lease, and that this Lease contains a full statement of the obligation of both parties hereto.

10. Lessee agrees to keep the interior of the Premises in good condition during the continuation of the term herein demised, and every part thereof, including the plumbing, doors and windows, and will keep the same in good, sound, clean condition and repair, ordinary wear and tear, fire, hurricane or other act of God alone excepted, and will not suffer or permit any strip or waste of the Premises.

11. Lessee shall permit the Lessor, or the Lessor's agent, at any reasonable time, to enter and inspect the Premises, and make repairs, if in the Lessor's sole judgment, the Lessor should elect to do so.

12. If the Lessee shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of the Lessee to be kept and performed, or if the Lessee shall suffer to be filed against the Lessee and involuntary petition in bankruptcy or shall be adjudged a voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the Premises either in the State or Federal courts, or if the Lessee shall vacate or abandon the Premises prior to the end of the term hereof, then, in any such events, the Lessor may, at the Lessor's option and sole discretion, immediately terminate and end this Lease and re-enter upon the Premises, whereupon the term hereby granted, and at the Lessor's option, all of the Lessee's right, title and interest in this Lease shall end. The exercise of any options herein contained shall not be deemed to be exclusive and the Lessor shall at all times in the event of the Lessee's default hereunder, have such remedies as may be provided by the laws of the State of Florida.

13. Notwithstanding Paragraph 12 above, this Lease Agreement may be terminated without cause and for convenience of either party at any time during the term specified, upon furnishing sixty (60) days written notice to the other party.

14. If the Lessee shall abandon or vacate the Premises when the same is open for business and shall cease doing business in the Premises, then, at the option of the Lessor, this Lease shall immediately terminate.

15. The Lessee pledges and assigns unto the Lessor all the furniture and fixtures, goods and chattels of the Lessee, which may be brought or put on the Premises,

as security for the payment of the rent herein reserved, and as additional consideration for this Agreement.

16. In the event the Premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements so as to be unfit for occupancy or use by the Lessee, then and in that event, the Lessor shall have the option to terminate this lease or to repair and rebuild the Premises. In the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time, but in no event shall such time be more than sixty (60) days from the date of the initial damage or destruction rendering the Premises untenable.

17. The Lessee shall not attach any signs to the Premises, or place any lettering on the plate glass windows, unless such signs, and such lettering, have been approved by the Lessor, and are in conformance with all applicable municipal, County, State and Federal laws.

18. At the expiration of the term hereof, the Lessee shall quietly and peaceably deliver the Premises to the Lessor in the same repair and condition in which they were received, ordinary wear and tear excepted.

19. The Lessor covenants that it will keep the exterior roof and walls of the building in which premises are situated, in good repair. The Lessee shall give to the Lessor seven (7) days written notice of needed repairs, and the Lessor shall have fifteen (15) days thereafter within which to commence said repairs.

20. The terms Lessor and Lessee as herein contained shall include the singular and/or plural, masculine, feminine, and/or neuter, and heirs, successors, personal representatives and/or assigns of the parties hereto.

21. The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or the exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Lessor of rent, or additional rent, or any other payment required to be made by the Lessee, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Lessor of any of the provisions hereof, or any of the Lessor's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Lessor in writing. If the Lessor shall consent to the assignments of this Lease or to a subletting of all or a part of the Premises, no further assignment or subletting shall be made without the written consent of the Lessor first obtained. No surrender of the Premises for the remainder of the term hereof shall be valid unless accepted by the Lessor in writing.

22. Lessee represents and warrants that there are no claims for broker's commissions or finders' fees in connection with the execution of this Lease.

23. Lessee shall not stock, use or sell any article or undertake any activity in the Premises which may be prohibited by Lessor's insurance policies or which will increase any insurance rates or premiums for which Lessor is responsible.

24. Should any mechanics' or other liens be filed against the Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged, of record, by bond or otherwise within twenty (20 days after the filing of such lien).

25. Intentionally Omitted.

26. In the event that it shall become necessary for Lessor to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Lessee to be kept or performed, regardless of whether suit be brought, Lessee shall pay to Lessor such fee as shall be charged by Lessor's attorney for such services. Should suit be brought for the recovery of possession of the Premises or for rent or any other sum due Lessor under this Lease, or because of the breach of any of Lessee's covenants under this Lease, Lessee shall pay to Lessor all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

27. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

28. Notice shall be deemed properly given hereunder when made in writing and deposited in the United States certified or registered mails, with sufficient postage prepaid thereon to carry it to its addressed destination; and the said notices shall be addressed as follows:

For the Lessor:	City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
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With a copy to:	Asset Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
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For the Lessee:

Carla Bruni, Executive Director  
Arts and Business Council of Miami, Inc.  
1701 Meridian Avenue, Suite 402  
Miami Beach, Florida 33139

or to such other address as shall from time to time be supplied in writing by any party to the other.

29. The Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, liability, losses, and causes of action which may arise out of Lessee's use of the Premises under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of Lessor, and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This indemnification shall not be limited in any way by the type or amount of insurance carried by Lessee. Lessee shall carry and maintain in full force and effect at all times during the term of this Agreement the following insurance coverages:

- a. Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operation, products and contractual liability.
- b. The City must be named as an additional insured on the policies required above. All Certificates of Insurance shall state: This insurance coverage is primary to all other coverages provided by the City of Miami Beach.
- c. Workers' Compensation and Employers' Liability to meet the statutory requirements of the State of Florida.
- d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition.
- e. Lessee shall furnish original certificates of insurance, evidencing the required coverage, and receive approval of same, prior to the commencement of operations.
- f. Certificates of Insurance shall be approved by the City's Risk Manager and kept on file in the Finance Department, Insurance and Safety Division, Third Floor, City Hall.

30. Lessor desires to enter into this Lease only if in so doing Lessor can place a limit on the Lessor's liability for any cause of action for money damages due to an alleged breach by the Lessor of this Lease, so that its liability for any such breach never exceeds the sum of \$1,000.00. Lessee hereby expresses its willingness to enter into this Lease with

Lessee's recovery from Lessor for any damage action for breach of contract to be limited to a maximum amount of the amount of \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Lease, Lessor hereby agrees that it shall not be liable to the Lessee for damages in an amount in excess of \$1,000.00, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Lessor by this Lease. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

31. Lessee agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the use of the Premises under this Lessee Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of Lessee under this Lease.

Pursuant to Sections 62-90 and 62-91, of Chapter 62, of the Miami Beach City Code entitled "Human Relations", Lessee, by executing this Lease Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

32. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, LESSEE AND LESSOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND/OR THE GROUND LEASE.

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**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year stated above.

Signed, sealed and delivered in the presence of:

Attest:

**LESSOR:**  
**CITY OF MIAMI BEACH**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Attest:

**LESSEE:**  
**Florida Dance Association, Inc.**

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

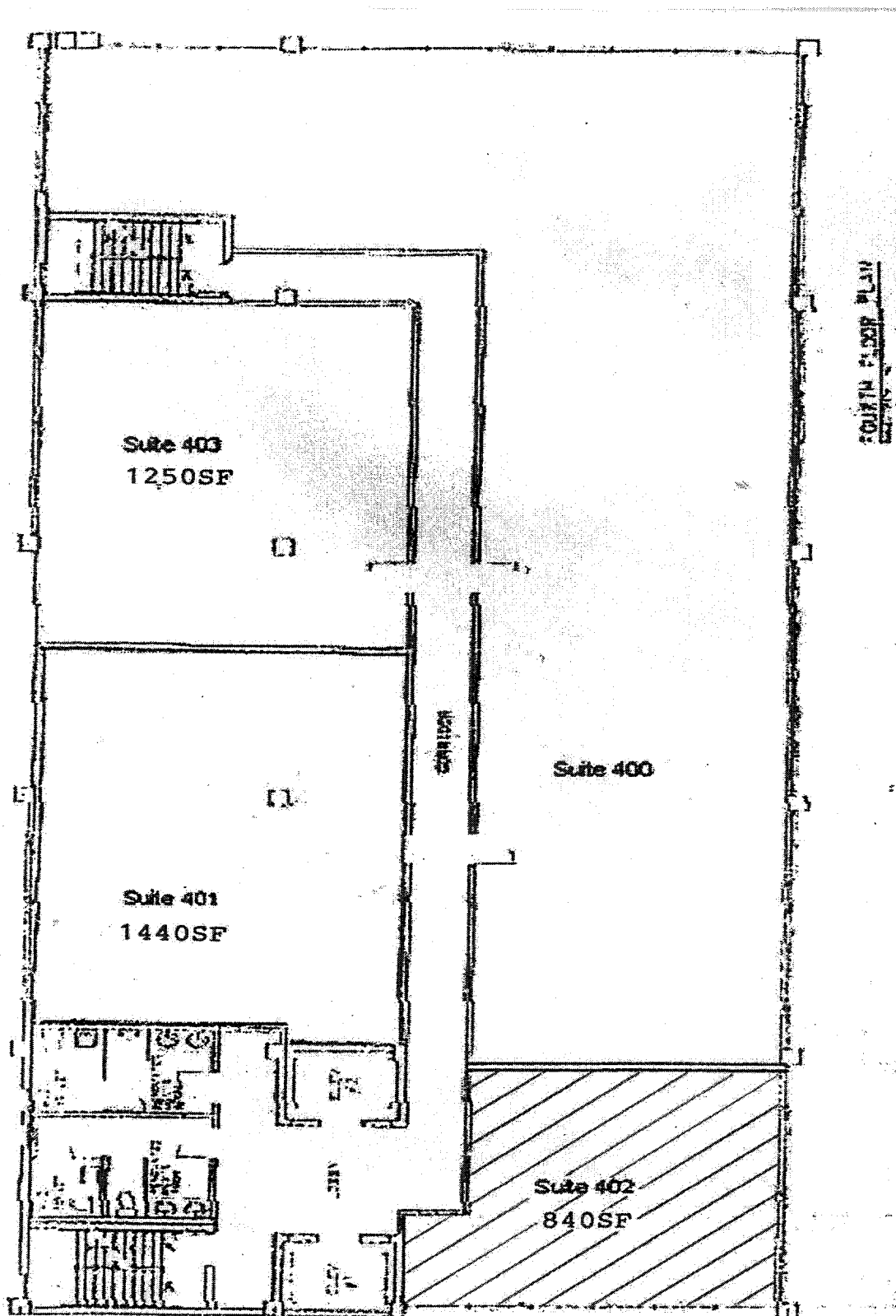
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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

12/16/05  
\_\_\_\_\_  
Date

# Exhibit A



# **LEASE AGREEMENT**

THIS LEASE, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between the **City of Miami Beach**, a Florida municipal corporation (Lessor), and the **Florida Dance Association, Inc.**, a Florida not-for-profit corporation (Lessee).

## **WITNESSETH:**

The Lessor, for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, does hereby lease and demise unto the Lessee the following described premises (the Premises) situated in the City of Miami Beach, County of Miami-Dade, State of Florida:

Approximately five hundred sixty (560) square feet equal to two thirds ( $\frac{2}{3}$ ) of the total eight hundred forty (840) square feet of administrative office space, as more specifically delineated in Exhibit A, attached hereto and incorporated herein, located on the fourth floor (Suite 402) of the building located at 1701 Meridian Avenue, Miami Beach, Florida.

TO HAVE AND TO HOLD the Premises unto the Lessee, for a term of three hundred sixty four (364) days beginning on the **1st day of February, 2006**, and ending on the **30th day of January, 2007**, the Lessee yielding and paying to the Lessor the rental sum of **One Dollar (\$1.00)** per year, for the Lease term, as agreed to by the parties hereto, payable upon execution of this Agreement.

Lessee agrees to pay to Lessor as "minimum rent," without notice or demand, the sum set forth above, as stipulated above, at the Commencement Date of the Lease Year during the term thereof.

Lessee shall also pay the following as "additional rent":

All sales, real estate, use or excise tax(es) imposed, levied or assessed against the Premises or any other charge or payment required here by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against Lessor. The payment of sales tax shall be made by Lessee concurrently with payment of the minimum rent. Lessee agrees that it will pay its Proportionate Share of real estate taxes, if applicable, assessed against the Premises and its Proportionate Share of Operating Expenses in the Premises, as set forth and defined in Paragraph 2 of this Agreement. Lessee's Proportionate Share of real estate taxes will be paid upon demand accompanied by a copy of the paid tax bill. Lessee's Proportionate Share of Operating Expenses as set forth in Paragraph 2 of this Agreement, will be paid monthly (or as otherwise determined by Lessor). As used herein, Lessee's "Proportionate Share" means a fraction, the numerator of which is the square footage of the Premises and

the denominator of which is the square footage of all of the rentable area in the building of which the Premises is a part, including the square footage of the Premises.

Lessee shall be required to pay Lessor interest at the highest rate permitted by law on any rents or other payments due Lessor hereunder that remain unpaid after its due date; and, to the extent any payment of rent or other charge remains unpaid for a period of ten (10) days after its due date, in addition to any other remedies, Lessee shall pay to Lessor a late charge of fifty (\$50.00) dollars to cover Lessor's additional administrative expenses.

The Lessee agrees to keep, conform to and abide by each of the following covenants which are hereby made conditions of this Lease:

1. To pay the minimum and additional rents set forth herein in advance, at the times and in the manner aforesaid, and should the rents herein provided at any time remain unpaid after same shall become due, the Lessor shall have such remedies as may be granted pursuant to the laws of the State of Florida. All rent payments shall be made to the Lessor at the following address: City of Miami Beach Finance Department, c/o Revenue Supervisor, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida, 33139, or at such other place as the Lessor may, from time to time, designate in writing.

2. "Operating Expenses" shall include all costs associated with the maintenance and operation of the Premises, including utilities and Common Area Maintenance (CAM). Utilities and CAM shall include, but are not limited to, electricity, water, gas and garbage disposal. Effective **February 1, 2006** and for the remaining term of this Lease, Lessor and Lessee agree that the Lessee's negotiated contribution to the Operating Expenses, as defined above, shall be **Four Hundred Eighty Four Dollars and 40/100 (\$484.40) per month**, and shall be due and payable by the Lessee, without notice or demand, the monthly sum set forth above, in advance, on or before the first day of each and every successive calendar month during the term hereof. CAM costs shall be adjusted annually to reflect the actual prorated share of the Operating Expenses in the event that costs associated with the maintenance and operation of the Premises increases. Operating Expenses for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.

3. The Lessee accepts the Premises in their present "as is" condition, and is responsible for all interior modifications and maintenance, including entrance doors, windows, and screens. Lessee must first obtain Lessor's written approval for any alteration, additions and/or improvements to the Premises and then must pay for such modifications, which shall become Lessor's permanent improvements upon completion. Detailed plans for leasehold improvements shall be submitted to Lessor within thirty (30) days following execution of this Agreement by the parties hereto. The Lessee shall have the right to use any equipment, furnishing and fixtures left by Lessor on the Premises. Lessor represents that such equipment, furnishing and fixtures, are to be used in their "as is" condition, and that Lessee is solely responsible for maintaining same, at its sole cost and expense, throughout the duration of this Agreement. In the event any of the aforesaid items are lost, stolen or damaged, they shall be replaced or repaired at the sole cost and expense of

Lessee, ordinary wear and tear excepted. Upon expiration of this Agreement, Lessee shall quietly and peacefully redeliver said equipment, furnishings and fixtures to Lessor. At its option, Lessor may take inventory of the Premises, including all improvements, equipment, furnishings, and fixtures at any time prior to the commencement of, or during the term of, this Lease.

4. Lessee agrees that any noise disturbance, inconvenience, disruption, failure of any facilities, the shutting off of light or access to the Premises, or any other nuisance or nuisances, caused by or due to any repairs, alterations, improvements, additions or construction by the Lessor, its agents, servants or employees to any part or portion of the building and for parking areas wherein the Premises are located, shall not be deemed or construed as a breach or violation of the peaceful possession of the Premises on the part of the Lessee. It is specifically further agreed that any such conditions shall not give rise to any abatement, rebate or diminution of the rent reserved herein, nor to any liability or responsibility by reason thereof on the part of the Lessee. However, if such conditions were of such a nature that the Lessee was unable to use the Premises as provided herein, the proportionate share of Operating Expenses, as described in Paragraph 2 above, shall be prorated to include a credit for the period of time that the Premises were not tenable. In the event that the Premises becomes untenable, the City must be advised immediately, in writing, with regards to same.

5. It is understood that any property left on the Premises at the expiration of the Lease, shall be considered abandoned and shall become and be deemed the property of the Lessor.

6. Notwithstanding Paragraph 3 herein, at Lessor's discretion, any and all alterations or additions made by the Lessee to or in the Premises, not approved by the Lessor, shall at the request of the Lessor, at the expiration of the term of this Lease or sooner termination thereof, be removed by the Lessee at its cost and expense and Lessee further hereby agrees in such event, to restore the Premises to their original condition as of the date of this Lease.

7. Lessee shall not assign Lessee's interest in this Lease, nor sublet the whole or any part of the Premises, nor use the same for any purpose other than for use as an administrative office for the **Florida Dance Association, Inc.**, without first obtaining the written consent to such assignment or subletting, or to such change of purpose for the use of the Premises, from the Lessor, which consent shall be given, if at all, at Lessor's sole discretion. Lessee further covenants that the Premises will not be used for any purpose that will invalidate any policies of insurance now or hereafter written on the building on which the Premises are located, or will increase the rate of premium thereof.

8. Lessee shall use the Premises in accordance with all laws and ordinances now or hereinafter applicable; also to exercise all reasonable care in the use of halls, stairs, corridors, restrooms, and other fixtures and parts of the Premises used in common with other tenants in said building which may be necessary for the preservation of the Premises and comfort of the other tenants.

9. Lessee shall not permit or suffer any noise, disturbance or nuisance whatsoever on the Premises detrimental to same or annoying to the neighbors, and the Lessee acknowledges that the Premises have been received in thoroughly good order, tenantable condition and repair, of which the execution of this Lease, and taking possession hereunder, shall be conclusive evidence. Lessee further acknowledges that no representations as to the condition of the Premises have been made by the Lessor, or the Lessor's agent, and that no obligation as to the repairing, adding to, or improving the Premises has been assumed by the Lessor, and that no oral arrangements have been entered into in consideration of making this Lease, and that this Lease contains a full statement of the obligation of both parties hereto.

10. Lessee agrees to keep the interior of the Premises in good condition during the continuation of the term herein demised, and every part thereof, including the plumbing, doors and windows, and will keep the same in good, sound, clean condition and repair, ordinary wear and tear, fire, hurricane or other act of God alone excepted, and will not suffer or permit any strip or waste of the Premises.

11. Lessee shall permit the Lessor, or the Lessor's agent, at any reasonable time, to enter and inspect the Premises, and make repairs, if in the Lessor's sole judgment, the Lessor should elect to do so.

12. If the Lessee shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of the Lessee to be kept and performed, or if the Lessee shall suffer to be filed against the Lessee and involuntary petition in bankruptcy or shall be adjudged a voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the Premises either in the State or Federal courts, or if the Lessee shall vacate or abandon the Premises prior to the end of the term hereof, then, in any such events, the Lessor may, at the Lessor's option and sole discretion, immediately terminate and end this Lease and re-enter upon the Premises, whereupon the term hereby granted, and at the Lessor's option, all of the Lessee's right, title and interest in this Lease shall end. The exercise of any options herein contained shall not be deemed to be exclusive and the Lessor shall at all times in the event of the Lessee's default hereunder, have such remedies as may be provided by the laws of the State of Florida.

13. Notwithstanding Paragraph 12 above, this Lease Agreement may be terminated without cause and for convenience of either party at any time during the term specified, upon furnishing sixty (60) days written notice to the other party.

14. If the Lessee shall abandon or vacate the Premises when the same is open for business and shall cease doing business in the Premises, then, at the option of the Lessor, this Lease shall immediately terminate.

15. The Lessee pledges and assigns unto the Lessor all the furniture and fixtures, goods and chattels of the Lessee, which may be brought or put on the Premises,



as security for the payment of the rent herein reserved, and as additional consideration for this Agreement.

16. In the event the Premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements so as to be unfit for occupancy or use by the Lessee, then and in that event, the Lessor shall have the option to terminate this lease or to repair and rebuild the Premises. In the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time, but in no event shall such time be more than sixty (60) days from the date of the initial damage or destruction rendering the Premises untenable.

17. The Lessee shall not attach any signs to the Premises, or place any lettering on the plate glass windows, unless such signs, and such lettering, have been approved by the Lessor, and are in conformance with all applicable municipal, County, State and Federal laws.

18. At the expiration of the term hereof, the Lessee shall quietly and peaceably deliver the Premises to the Lessor in the same repair and condition in which they were received, ordinary wear and tear excepted.

19. The Lessor covenants that it will keep the exterior roof and walls of the building in which premises are situated, in good repair. The Lessee shall give to the Lessor seven (7) days written notice of needed repairs, and the Lessor shall have fifteen (15) days thereafter within which to commence said repairs.

20. The terms Lessor and Lessee as herein contained shall include the singular and/or plural, masculine, feminine, and/or neuter, and heirs, successors, personal representatives and/or assigns of the parties hereto.

21. The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or the exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Lessor of rent, or additional rent, or any other payment required to be made by the Lessee, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Lessor of any of the provisions hereof, or any of the Lessor's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Lessor in writing. If the Lessor shall consent to the assignments of this Lease or to a subletting of all or a part of the Premises, no further assignment or subletting shall be made without the written consent of the Lessor first obtained. No surrender of the Premises for the remainder of the term hereof shall be valid unless accepted by the Lessor in writing.

22. Lessee represents and warrants that there are no claims for broker's commissions or finders' fees in connection with the execution of this Lease.

23. Lessee shall not stock, use or sell any article or undertake any activity in the Premises which may be prohibited by Lessor's insurance policies or which will increase any insurance rates or premiums for which Lessor is responsible.

24. Should any mechanics' or other liens be filed against the Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged, of record, by bond or otherwise within twenty (20 days after the filing of such lien).

25. Intentionally Omitted.

26. In the event that it shall become necessary for Lessor to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Lessee to be kept or performed, regardless of whether suit be brought, Lessee shall pay to Lessor such fee as shall be charged by Lessor's attorney for such services. Should suit be brought for the recovery of possession of the Premises or for rent or any other sum due Lessor under this Lease, or because of the breach of any of Lessee's covenants under this Lease, Lessee shall pay to Lessor all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

27. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

28. Notice shall be deemed properly given hereunder when made in writing and deposited in the United States certified or registered mails, with sufficient postage prepaid thereon to carry it to its addressed destination; and the said notices shall be addressed as follows:

For the Lessor:	City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
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With a copy to:	Asset Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
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For the Lessee:

Tom Thielen, Executive Director  
Florida Dance Association, Inc.  
1701 Meridian Avenue, Suite 402  
Miami Beach, Florida 33139

or to such other address as shall from time to time be supplied in writing by any party to the other.

29. The Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, liability, losses, and causes of action which may arise out of Lessee's use of the Premises under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of Lessor, and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This indemnification shall not be limited in any way by the type or amount of insurance carried by Lessee. Lessee shall carry and maintain in full force and effect at all times during the term of this Agreement the following insurance coverages:

- a. Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operation, products and contractual liability.
- b. The City must be named as an additional insured on the policies required above. All Certificates of Insurance shall state: This insurance coverage is primary to all other coverages provided by the City of Miami Beach.
- c. Workers' Compensation and Employers' Liability to meet the statutory requirements of the State of Florida.
- d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition.
- e. Lessee shall furnish original certificates of insurance, evidencing the required coverage, and receive approval of same, prior to the commencement of operations.
- f. Certificates of Insurance shall be approved by the City's Risk Manager and kept on file in the Finance Department, Insurance and Safety Division, Third Floor, City Hall.

30. Lessor desires to enter into this Lease only if in so doing Lessor can place a limit on the Lessor's liability for any cause of action for money damages due to an alleged breach by the Lessor of this Lease, so that its liability for any such breach never exceeds the sum of \$1,000.00. Lessee hereby expresses its willingness to enter into this Lease with

Lessee's recovery from Lessor for any damage action for breach of contract to be limited to a maximum amount of the amount of \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Lease, Lessor hereby agrees that it shall not be liable to the Lessee for damages in an amount in excess of \$1,000.00, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Lessor by this Lease. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

31. Lessee agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the use of the Premises under this Lessee Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of Lessee under this Lease.

Pursuant to Sections 62-90 and 62-91, of Chapter 62, of the Miami Beach City Code entitled "Human Relations", Lessee, by executing this Lease Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

32. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, LESSEE AND LESSOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND/OR THE GROUND LEASE.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year stated above.

Signed, sealed and delivered in the presence of:

Attest:

**LESSOR:**  
**CITY OF MIAMI BEACH**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Attest:

**LESSEE:**  
**Florida Dance Association, Inc.**

By: \_\_\_\_\_  
Secretary

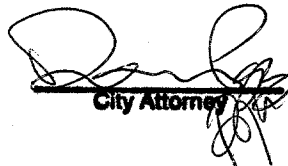
By: \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

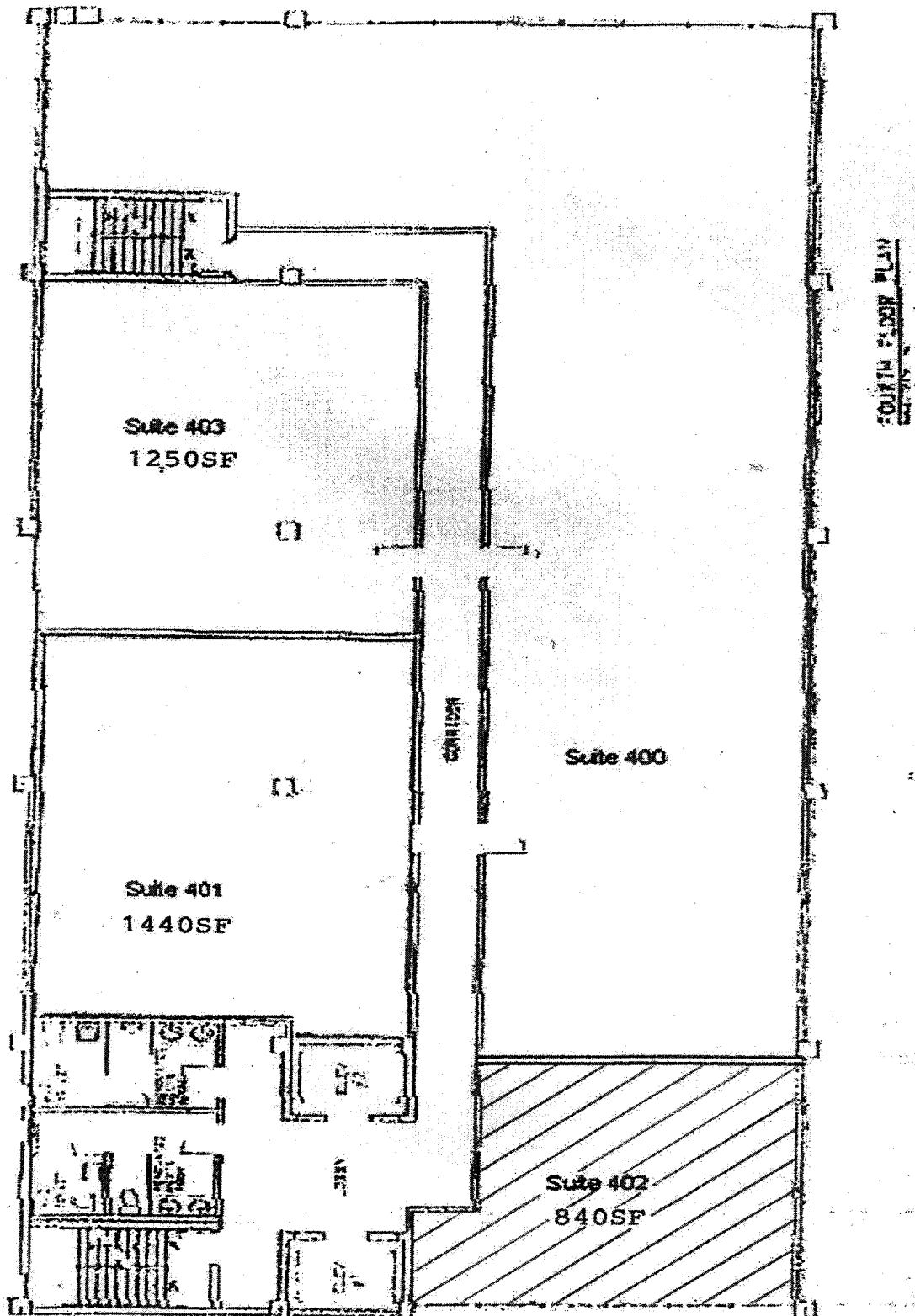
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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Date

# Exhibit A



**Condensed Title:**Resolution Approving Assignment and 1<sup>st</sup> Amendment to Miami Beach Federal Credit Union Lease**Key Intended Outcome Supported:**

Increase resident satisfaction with availability of commercial service options

**Issue:**

Shall the Mayor and City Commission Adopt the Resolution

**Item Summary/Recommendation:**

The Miami Beach Federal Credit Union and the Dade County Federal Credit Union (new Tenant/Assignee), have agreed to a merger of the two credit unions.

The Dade County Federal Credit Union has agreed to maintain a Miami Beach Branch at its current location in order to best serve the City employees.

The DCFCU will pay the City a base rent of \$37,800 per year, plus a 3% annual increase, in addition to its proportionate share of operating expenses. The City has negotiated a 5 year term, with a 4 year 364 day renewal option.

The Board of the current Miami Beach Federal Credit Union has recommended, and the City Administration has concluded, that it would serve the City's interest to continue to provide these banking services to City employees at its current location.

The Administration recommends the approval of the Resolution.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
<b>Total</b>			

OBPI

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Jose Damien, Ext 6727

**Sign-Offs:**

Asset Manager	Assistant City Manager	City Manager
JD <i>[Signature]</i>	TH <i>[Signature]</i>	<i>[Signature]</i>

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MIAMIBEACH

 AGENDA ITEM C7B  
 DATE 1-11-06

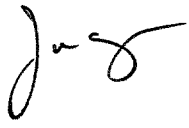


# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN ASSIGNMENT AND FIRST AMENDMENT TO THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MIAMI BEACH FEDERAL CREDIT UNION (MBFCU), DATED JULY 30, 2003, FOR THE LEASE OF APPROXIMATELY 1350 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA, WHICH PROVIDES FOR MBFCU (AS TENANT/ASSIGNOR) TO ASSIGN ITS LEASEHOLD INTEREST TO THE DADE COUNTY FEDERAL CREDIT UNION (AS THE NEW TENANT/ASSIGNEE); FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City has been leasing to the Miami Beach Federal Credit Union (Tenant/Assignor), a portion of the City-owned property, located at 1701 Meridian Avenue, Miami Beach, Florida, for Tenant/Assignor's use as a federal credit union under the terms and conditions of that certain Lease Agreement, dated July 30, 2003.

The Miami Beach Federal Credit Union and the Dade County Federal Credit Union (new Tenant/Assignee), have agreed to a merger of the two credit unions which has been approved by the respective Boards of each credit union, the voting members of the Miami Beach Federal Credit Union, and by the National Credit Union Association.

The new Tenant/Assignee has agreed to maintain a Miami Beach branch of the Dade County Federal Credit Union at the current Miami Beach Federal Credit Union location. The Board of the Miami Beach Federal Credit Union and the City are desirous of maintaining said Miami Beach Branch at its current location in order to best serve the City employees.

The merged credit union entities will now operate under the name of Dade County Federal Credit Union, thus requiring that the Lease Agreement be assigned and amended to reflect the newly merged entity, the City's consent to the assignment, and the renegotiated terms of the Lease Agreement with the new Tenant/Assignee, which includes the following salient points:



- Term:  
The Tenant shall be entitled to have and to hold the Demised Premises for a term of five (5) years, commencing on February 1, 2006 (Commencement Date), and ending on January 31, 2011.

Provided that the Tenant is not in default, the term of this Lease Agreement shall automatically extend for one additional period of four (4) years and three hundred sixty four (364) days, and without the Landlord and/or Tenant being required to take any additional action to extend same.

**NOTE:** It should be noted that the term in the original Lease provided for automatic one year extensions which were left open ended, thereby making the term of the Lease indefinite. In reviewing the proposed Assignment, the City Administration has negotiated a reduction in the Lease term, providing for a five (5) year initial term, and a four (4) year renewal option, at the City's discretion. The original Lease was approved in compliance with the City's Shapiro Ordinance requirements, and as the new term (negotiated as part of the City's consideration for approval of the proposed assignment) provides for a *reduction* of the former Lease term, the City Attorney's Office has opined that the instant Consent to Assignment and Amendment to Lease can be approved subject to a majority vote of the City Commission, and does not trigger further Shapiro Ordinance issues and requirements with regard to same.

- Base Rent:  
Base Rent for the Demised Premises shall begin to accrue on February 1, 2006 (the Commencement Date), and shall be based upon a total leasable space of 1350 square feet. Base Rent shall be due and payable on the first day of each month throughout the term herein.

Base Rent for the Demised Premises shall total thirty-seven thousand eight hundred dollars (\$37,800.00) per year, payable in monthly installments of three thousand one hundred fifty dollars (\$3,150.00).

The Base Rent amount shall be increased annually, on the anniversary of the Commencement Date of the Lease in increments of three (3%) percent per year.

The Lease Agreement, as amended, will provide a significant base rent increase of approximately \$37,800 per year, plus a 3% annual increase (totaling approximately \$433,000 over the life of the agreement), above the current base rent being charged to the Miami Beach Federal Credit Union of one dollar (\$1.00) per year. Additionally, Dade County Federal Credit Union will also continue to pay their proportionate share of Operating Costs (including real estate taxes, insurance, and common area maintenance).

The Board of the current Miami Beach Federal Credit Union has recommended, and the City Administration has concluded, that it would serve the City's interest to continue to provide these banking services to City employees at its current location.

Therefore, the Administration recommends that the Mayor and City Commission approve the attached Assignment and First Amendment to that certain Lease Agreement by and between the City and the Miami Beach Federal Credit Union (MBFCU), dated July 30, 2003, for the lease of approximately 1350 square feet of City-owned property, located at 1701 Meridian Avenue, Miami Beach, Florida, which provides for MBFCU (as Tenant/Assignor) to assign its leasehold interest to the Dade County Federal Credit Union (as the new

Tenant/Assignee); further the Mayor and City Clerk are authorized to execute same.

JMG:TH:JD:rlr

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN ASSIGNMENT AND FIRST AMENDMENT TO THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MIAMI BEACH FEDERAL CREDIT UNION (MBFCU), DATED JULY 30, 2003, FOR THE LEASE OF APPROXIMATELY 1350 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA, WHICH PROVIDES FOR MBFCU (AS TENANT/ASSIGNOR) TO ASSIGN ITS LEASEHOLD INTEREST TO THE DADE COUNTY FEDERAL CREDIT UNION (AS THE NEW TENANT/ASSIGNEE); FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME**

**WHEREAS,** the City has been leasing to Tenant/Assignor, Miami Beach Federal Credit Union, a portion of the City-owned property, located at 1701 Meridian Avenue, Miami Beach, Florida, for Tenant/Assignor's use as a federal credit union under the terms and conditions of that certain Lease Agreement, dated July 30, 2003; and

**WHEREAS,** the Tenant/Assignor, Miami Beach Federal Credit Union, and the new Tenant/Assignee, Dade County Federal Credit Union, have agreed to a merger of the two credit unions which has been approved by the respective Boards of each credit union, the voting members of the Miami Beach Federal Credit Union, and by the National Credit Union Association; and

**WHEREAS,** Tenant/Assignee has agreed to maintain a Miami Beach branch of the Dade County Federal Credit Union at the current Miami Beach Federal Credit Union location; and

**WHEREAS,** the Board of the Miami Beach Federal Credit Union and the City are desirous of maintaining said Miami Beach Branch at its current location in order to best serve the City employees; and

**WHEREAS,** the merged credit union entities will now operate under the name of Dade County Federal Credit Union (as the new Tenant/Assignee), thus requiring that the Lease Agreement be assigned and amended to reflect the newly merged entity, the City's consent to the assignment, and the renegotiated terms of the Lease Agreement with the new Tenant/Assignee.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission approve the attached Assignment and First Amendment to that certain Lease Agreement by and between the City and the Miami Beach Federal Credit Union (MBFCU), dated July 30, 2003, for the lease of approximately 1350 square feet of City-owned

property, located at 1701 Meridian Avenue, Miami Beach, Florida, which provides for MBFCU (as Tenant/Assignor) to assign its leasehold interest to the Dade County Federal Credit Union (as the new Tenant/Assignee); further the Mayor and City Clerk are authorized to execute same.

**PASSED and ADOPTED** this 11<sup>th</sup> day of January, 2006.

**ATTEST:**


\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

JMG\TH\JD\rlr

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

12-22-05  
Date

**CONSENT TO ASSIGNMENT  
AND  
FIRST AMENDMENT TO LEASE AGREEMENT**

This Consent to Assignment and First Amendment to Lease Agreement is entered into this **11<sup>th</sup> day of January, 2006** by and among the **CITY OF MIAMI BEACH**, Florida, a municipal corporation whose address is 1700 Convention Center Drive, Miami Beach, Florida, 33139 (City and/or Landlord); **Miami Beach Federal Credit Union**, a federally chartered credit union, whose address is 775 17<sup>th</sup> Street, Miami Beach, Florida, 33139, as Tenant and Assignor of that certain Lease Agreement with the City, dated July 30, 2003; and **Dade County Federal Credit Union**, a federally chartered credit union, whose principal address is 1500 N.W. 107 Avenue, Miami, Florida 33172, as the new Tenant and Assignee under said assignment as herein below consented to by the City.

**WITNESSETH:**

**WHEREAS**, the City has been leasing to Tenant/Assignor, Miami Beach Federal Credit Union, a portion of the City-owned property, located at 1701 Meridian Avenue, Miami Beach, Florida, for Tenant/Assignor's use as a federal credit union under the terms and conditions of that certain Lease Agreement, dated July 30, 2003; and

**WHEREAS**, the Tenant/Assignor, Miami Beach Federal Credit Union, and the new Tenant/Assignee, Dade County Federal Credit Union, have agreed to a merger of the two credit unions which has been approved by the respective Boards of each credit union, the voting members of the Miami Beach Federal Credit Union, and by the National Credit Union Association; and

**WHEREAS**, Tenant/Assignee has agreed to maintain a Miami Beach branch of the Dade County Federal Credit Union at the current Miami Beach Federal Credit Union location; and

**WHEREAS**, the Board of the Miami Beach Federal Credit Union and the City are desirous of maintaining said Miami Beach Branch at its current location in order to best serve the City employees; and

**WHEREAS**, the merged credit union entities will now operate under the name of Dade County Federal Credit Union (as the new Tenant/Assignee), thus requiring that the Lease Agreement be assigned and amended to reflect the newly merged entity, the City's consent to the assignment, and the renegotiated terms of the Lease Agreement with the new Tenant/Assignee.

**NOW THEREFORE**, the City, Tenant/Assignor, and the new Tenant/Assignee, for and in consideration of the mutual covenants, agreements and undertakings herein

contained, do by these presents mutually covenant and agree to assign and amend the Lease Agreement, as follows:

1. Landlord, City of Miami Beach, Florida, hereby consents to the assignment of the Lease Agreement, from Miami Beach Federal Credit Union (also referred to as Tenant/Assignor), to Dade County Federal Credit Union (also referred to as new Tenant/Assignee). Tenant/Assignor and new Tenant/Assignee hereby acknowledge and agree to said assignment, and Tenant/Assignee further agrees to be bound by the terms and conditions of the Lease Agreement, as amended by this Consent to Assignment and First Amendment to Lease Agreement; all as further evidenced by the parties' execution of the Consent to Assignment, attached hereto and incorporated herein as Exhibit A-1.
2. Upon execution of the Consent to Assignment and First Amendment to Lease Agreement, and for purposes of interpreting the cumulative agreements (i.e. the Lease Agreement, the First Amendment to Lease Agreement and the Consent to Assignment) the term "Tenant" and Tenant/Assignee shall be considered one and the same, and Dade County Federal Credit Union shall be deemed the new Tenant for purposes of the Lease. All references to Tenant, under the Lease, as amended, shall hereinafter be deemed to refer to Dade County Federal Credit Union.
3. Section 2, entitled "Term", (including Subsections 2.1 and 2.2), located on Page 1 of 18 of the Lease Agreement, is deleted in its entirety and replaced with the following new Section 2.

2. Term.

2.1 The Tenant shall be entitled to have and to hold the Demised Premises for a term of five (5) years, commencing on the 1st day of February 2006 (Commencement Date), and ending on the 31st day of January 2011.

2.2 Provided that the Tenant is not in default, the term of this Lease Agreement shall automatically extend for one additional period of four (4) years and three hundred sixty four (364) days, and without the Landlord and/or Tenant being required to take any additional action to extend same.

4. Subsection 3.1, entitled "Base Rent", located on Page 1 of 18 of the Lease Agreement, shall be deleted in its entirety and replaced with the following new Subsection 3.1:

3.1 Base Rent:

Base Rent for the Demised Premises shall begin to accrue on February 1, 2006 (the Commencement Date), and shall be based upon a total leasable space of 1350 square feet.

3.1.1 Base Rent for the Demised Premises shall total thirty-seven thousand eight hundred dollars (\$37,800.00) per year, payable in monthly installments of three thousand one hundred fifty dollars (\$3,150.00).

3.1.2 Base Rent shall be due and payable on the first day of each month throughout the term herein.

5. The forth paragraph of Subsection 3.2.1, entitled "Operating Expenses", located on Page 2 of 18 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

~~Irrespective of the items listed above, amounts due to Landlord by Tenant, associated with Common Facilities Operating Expenses, will be determined based on the items more specifically described in "Exhibit B", which is hereby made a part of this Lease Agreement. Tenant agrees and understands that the costs incurred by the Landlord for Operating Expenses may increase or decrease, and as such the Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.~~

6. Subsection 3.2.2, entitled "Property Taxes", located on Page 3 of 18 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows (*Note that this amendment is provided solely for clarification purposes as to the current rate for the 2005 Ad Valorem Real Estate Property Tax, as provided by Miami-Dade County, Florida*):

3.2.2 Property Taxes:

The Property Tax Payment shall be payable by Tenant, in accordance with Section 11. The Property Tax Payment for 20042005 is estimated at ~~seventy-eight dollars and eighty-seven cents (\$78.87)~~ two hundred one dollars and seventy-four cents (**\$201.74**) per month.

7. Subsection 3.3, located on Page 3 of 18 of the Lease Agreement shall be amended (*deleted items struck through and inserted items underlined*) as follows:

3.3 Intentionally Omitted

The Base Rent amount pursuant to this Section 3 shall be increased annually, on the anniversary of the Commencement Date of this Lease, as defined in Subsection 2.1, in increments of three (3%) percent per year.

8. Subsection 7.1, located on Page 4 of 18 of the Lease Agreement, shall be amended (*deleted items struck through and inserted items underlined*) as follows:

7.1 The Demised Premises shall be used by the Tenant solely as a federal credit union to provide financial services to its members comprised ~~primarily of City of Miami Beach employees, and current and future members of the Dade County Federal Credit Union.~~ Said Premises shall be open for business in accordance with Federal Law. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

9. Section 27, entitled "Notices", located on Page 16 of 18 of the Lease Agreement, shall be amended, in part (*deleted items struck through and inserted items underlined*), to reflect the new Tenant's information as follows:

TENANT:

Credit Union Manager  
Miami Beach Federal Credit Union  
~~775 — 17<sup>th</sup> Street~~  
~~Miami Beach, Florida 33139~~

Director of Asset Management  
Dade County Federal Credit Union  
1500 N.W. 107<sup>th</sup> Avenue  
Miami, Florida 33172

With copies to:

~~Saraga & Lipshy, P.A.~~  
~~201 NE 1<sup>st</sup> Avenue~~  
~~Delray Beach, Florida 33444~~  
~~Attn: Brian Louis Lipshy, Esq.~~

10. Except as otherwise specifically amended herein, all other terms and conditions of the Lease Agreement by and between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Consent to Assignment and First Amendment to Lease Agreement shall govern.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**IN WITNESS WHEREOF**, the Landlord, Tenant/Assignor and the new Tenant/Assignee have hereunto affixed their respective hands and seals at the place, and on the day and date first hereinabove written. Signed, sealed and delivered in the presence of:

Attest:

**Landlord:**  
**CITY OF MIAMI BEACH, FLORIDA**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Attest:

**Tenant/Assignor:**  
**Miami Beach Federal Credit Union**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Credit Union Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

**New Tenant/Assignee:**  
**Dade County Federal Credit Union**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President/CEO

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

*M. H. Quinn* - 1-4-05  
\_\_\_\_\_  
City Attorney

# EXHIBIT A-1

## CONSENT TO ASSIGNMENT of

**Lease Agreement dated July 30, 2003,  
as amended by that certain First Amendment to Lease dated January 11, 2006**

This Assignment is being entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between MIAMI BEACH FEDERAL CREDIT UNION ("Tenant/Assignor"), a federally chartered credit union and DADE COUNTY FEDERAL CREDIT UNION, a federally chartered credit union ("Tenant/Assignee") whose principal address is 1500 N.W. 107 Avenue, Miami, Florida 33172.

**WITNESSETH**, that for valuable consideration in hand paid by the Tenant/Assignee to the Tenant/Assignor, receipt of which is hereby acknowledged, the Tenant/Assignor hereby assigns and transfers to the Tenant/Assignee and Tenant/Assignee hereby accepts, all of its right, title and interest in and to the following described agreements:

Tenant/Assignor's rights under that certain Lease Agreement by and between the Miami Beach Federal Credit Union and the City of Miami Beach (City), dated July 30, 2003, for the Tenant/Assignor's lease of a portion of the City-owned property located at 1701 Meridian Avenue, Miami Beach, Florida (a/k/a Unit 775-17<sup>th</sup> Street) encompassing one thousand three hundred and fifty square feet (1,350 sq. ft.) on the ground floor of said property.

Provided, however, no warranties of any kind whatsoever are made incident to this Assignment.

IN WITNESS WHEREOF, the Tenant/Assignor and Tenant/Assignee have executed this Assignment on the day and year first above written.

### **Miami Beach Federal Credit Union (Tenant/Assignor)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary

### **Dade County Federal Credit Union (Tenant/Assignee)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President/CEO

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary

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**Condensed Title:**

A Resolution of The Mayor And City Commission approving and authorizing the Mayor and City Clerk to Execute Amendment No. 3 to the agreement between the City of Miami Beach and URS Corporation Southern, dated June 27, 2001 to provide Hydrogeologic Consulting Services for the Miami Beach Golf Club Maintenance Building, in the amount of \$73,741.00, to be funded by Gulf Breeze fund, Storm water fund, previously appropriated, and appropriating funds from the American Golf Settlement.

**Key Intended Outcome Supported:**

Ensure well designed quality capital projects.

**Issue:**

Shall the City Commission adopt the aforementioned Resolution to approve an Amendment No. 3 to URS Corporation Southern to provide hydrogeologic consulting services for the preparation of a Reasonable Assurance Report as required by FDEP.

**Item Summary/Recommendation:**

On June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into an agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for Facilities and Parks, pursuant to the guidelines established in the Request of Qualifications No. 111-99/00. Under the agreement, URS assists City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects covered by the agreement.

The City of Miami Beach (CMB) has requested that URS Corporation provide hydrogeologic consulting services for the preparation of the Reasonable Assurance Report (RAR) to address the concerns of the Department of Environmental Protection (FDEP) referenced in Attachment-1 to RFI-5, dated April 13, 2004 for the Maintenance Facility stormwater injection well (SWIW). FDEP's concerns were first brought to City staff as a result of the permit approval process for the SWIW. A requirement of the permit is to provide FDEP with the RAR, for their review. Once the RAR is approved a permit will be granted by FDEP and the City can commence with the well installation for the maintenance facility.


The referenced project includes the installation of a single SWIW to serve the maintenance and green waste facilities. FDEP has indicated the need to evaluate the geology and hydrogeology of the area to ensure that the operation of the stormwater injection well would not affect drinking water sources (surface or groundwater) and would not affect the arsenic plume located in this vicinity. FDEP has also requested additional information to provide reasonable assurance that the discharge into the drainage well has a minimum potential to i) rise into a preferential pathway in a Class G-II aquifer system and ii) adversely impact any surface water bodies in the vicinity of the project site via groundwater discharge.

Based on the requirements for the arsenic monitoring and the RAR for the maintenance facility SWIW, the City has requested that URS prepare the RAR as outlined in the attached Amendment # 3, which delineates the scope of work to address FDEP concerns and obtain the required permit to perform the work of the well installation which is in the Tran Construction, Inc. contract for construction for the Miami Beach Golf Course Maintenance Facility.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
 OBPI	1	32,837.78	427-0427-000312-Stormwater - Previously appropriated
	2	\$5,349.78	380-2272-067357-Gulf Breeze- Previously appropriated
	3	\$35,553.44	American Golf Settlement - Appropriated in this Resolution
	<b>Total</b>	<b>\$73,741.00</b>	

**City Clerk's Office Legislative Tracking:**

Graciela Escalante, Senior Capital Projects Coordinator

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
JECH	TH	

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MIAMI BEACH

AGENDA ITEM C7C  
DATE 1-11-06



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 3, IN THE AMOUNT OF \$73,741, TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND URS CORPORATION - SOUTHERN, DATED JUNE 27, 2001, TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES FOR THE PREPARATION OF REASONABLE ASSURANCE REPORT FOR THE MIAMI BEACH GOLF CLUB MAINTENANCE BUILDING, TO ADDRESS THE CONCERNS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); AMENDMENT TO BE FUNDED BY THE 2001 GULF BREEZE FUND PREVIOUSLY APPROPRIATED FOR THE MIAMI BEACH GOLF COURSE, IN THE AMOUNT OF \$5,349.78; BY THE STORMWATER FUND PREVIOUSLY APPROPRIATED FOR THE PUBLIC WORKS DEPARTMENT ENVIRONMENTAL WORK, IN THE AMOUNT OF \$32,837.78; AND APPROPRIATING FUNDING, IN THE AMOUNT OF \$35,553.44, FROM THE AMERICAN GOLF SETTLEMENT.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **FUNDING**

Funding, in the amount of \$32,837.78, was previously appropriated from Fund 427 for Storm Water from Public Works Department sources for environmental work; funding, in the amount of \$5,349.78, was previously appropriated from Fund 380 for the Miami Beach Golf Course; funding from the American Golf Settlement is being appropriated in this Resolution.

### **ANALYSIS**

On June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into an agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for Facilities and Parks, pursuant to the guidelines established in the Request for Qualifications No. 111-99/00. Under the agreement, URS assists City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects covered by the agreement.

The City of Miami Beach (CMB) requested that URS Corporation provide hydrogeologic consulting services for the preparation of the Reasonable Assurance Report (RAR) to address the concerns of the Department of Environmental Protection (FDEP) referenced in Attachment-1 to RFI-5, dated April 13, 2004 for the Maintenance Facility stormwater injection well (SWIW). FDEP concerns were first presented to City staff as a result of the permit approval process for the SWIW. A requirement of the permit is to provide FDEP with the RAR, for their review. Once the RAR is approved a permit will be granted by FDEP and the City can commence with the well installation for the maintenance facility. As part of the improvements of the Maintenance Facility, a storm water injection well was selected for storm water management. In their response to the Class V well application, FDEP requested information regarding the impact of the storm water injection activities on the partially defined arsenic plume.

The original permit application for the construction of two drainage wells at the Miami Beach Golf Course was submitted to FDEP in May of 2003. In June of 2003 FDEP responded that additional information was needed in order to grant the permit. The City and its consultant responded in July 2003 to the questions raised in the Request for Information (RFI). But in August, 2003 FDEP once again rejected the permit and asked for additional information from the City. It was at this time that they first raised issues about the remedial work that the City had previously committed to perform. The City was not aware at the time that the permit submittal was made, that the previous contamination and remedial work would be an issue since the Miami-Dade Department of Environmental Regulation and Management (DERM) had previously addressed these matters, and the City had implemented the agreed upon plan.

It was at this time also that the request for environmental media handling and disposal was first made and that reports would have to be provided to address these concerns. This would also entail documentation of the methods used for disposal of wastes at the site. Further information was provided in September, 2003 but in October, 2003 FDEP again responded that the City had not satisfied the requirements and that further information was needed. In December, 2003 FDEP wrote to the City explaining that the application for permit was still incomplete and that several questions raised needed further response. It was at this time that further documentation on confining of soil strata; studies to determine potential impact to water sources; studies showing that the proposed wells would not impact the existing arsenic plume; and a monitoring plan were requested.

At this time the City proposed to FDEP to separate the permit into two distinct phases, one for the well at the Clubhouse Building and one for the well at the Maintenance Building. The City argued that the well at the clubhouse was not in proximity to the arsenic plume and that therefore there would be no impact to the water sources from the construction of this well. The City would continue addressing FDEP's concerns on the other well separately. On July 1, 2004, FDEP agreed to this proposal and issued a permit for the well at the Clubhouse which was then constructed and is in operation. The RAR for the clubhouse well was accepted under the provisions of the permit.

Concurrently, the discussions on the other well continued. In August, 2004 the City began the process of obtaining proposals for the services required to address the issues raised by FDEP regarding the well at the Maintenance Building. A proposal was obtained that was deemed not complete and not exhaustive and it was at this time that the City decided to approach URS to perform the hydrogeological services required. It

was also at this time that the City decided to combine the needs of the Maintenance Building with the needs of the green waste facility adjacent to it and address all environmental issues together. It was determined that this would provide economies of scale, consistency in the design and installations, and would also address all FDEP issues at the same time.

Consequently, CIP and Public Works worked together to develop the services criteria, determine the needs of both departments, negotiate an appropriate fee, and identify the funding sources available. This took some time since the City wanted to make sure that all FDEP concerns were addressed for both facilities. Discussions with both departments, with URS and with FDEP were held during this time to insure that this approach would be final and conclusive. All available information from previous assessments, monitoring, evaluation of contamination and removals of materials, field analyses, coordination of both facilities needs, etc. were evaluated in order to obtain a proper and complete proposal. The results are what is being presented in this resolution and Commission Memo and is what has been agreed to by both departments involved.

The proposed scope of work is intended to service the stormwater management systems of both the maintenance facility and the green waste facility and provide support for the natural attenuation monitoring program for the arsenic plume. The referenced project includes installation of a single SWIW to serve the maintenance and green waste facilities. FDEP has indicated the need to evaluate the geology and hydrogeology of the area to ensure that the operation of the stormwater injection well would not affect drinking water sources (surface or groundwater) and would not affect the arsenic plume located in this vicinity. FDEP also requested additional information to provide reasonable assurance that the discharge into the drainage well has a minimum potential to i) rise into a preferential pathway in a Class G-II aquifer system and ii) adversely impact any surface water bodies in the vicinity of the project site via groundwater discharge.

Based on the requirements for the arsenic monitoring and the RAR for the maintenance facility SWIW, the City requested that URS prepare the RAR as outlined in the attached Amendment # 3, which delineates the scope of work to address FDEP concerns and obtain the required permit to perform the work of the well installation which is in the Tran Construction, Inc. contract for construction for the Miami Beach Golf Course Maintenance Facility.

Please note that, although this scope is focused primarily in responding to FDEP's request for information regarding the impact of the maintenance facility SWIW, the field activities include the installation and sampling of the monitoring wells for the arsenic natural attenuation monitoring program. Combining the investigation for the green waste facility site and the maintenance building will provide substantial cost benefits to each project by eliminating the unnecessary duplication of effort. Monitoring well installation activities for the natural attenuation monitoring and vertical extent assessment will be performed at the same time.

### **CONCLUSION**

The Florida Department of Environmental Protection has required that the City provide a Reasonable Assurance Report prior to the issuance of a permit for the installation of a new storm water drainage well at the Miami Beach Golf Course maintenance Facility that

is part of the Project. Final completion of the maintenance building is currently pending the resolution of this issue. The facility installations are complete and are waiting electrification by Florida Power and Light so that testing and training can be completed. A Temporary Certificate of Occupancy is expected after this process. The total estimated cost to produce the documentation required by the FDEP is \$73,741. Performance of this work will allow the Contractor to proceed with the installation of the well, and complete construction of the maintenance facility. The fee of \$73,741 includes the URS fee of \$64,459.00, a 10% contingency (\$6,446.00) and a 4% CIP Fee (\$2,836.00).

**Attachments**

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## **Exhibit A**

### **1.0 INTRODUCTION**

URS Corporation is pleased to provide the City of Miami Beach (CMB) the following proposal to provide hydrogeologic consulting services for the preparation of the Reasonable Assurance Report (RAR) to address the concerns of the Department of Environmental Protection (FDEP) referenced in Attachment-1 to RFI-5, dated April 13, 2004 for the Maintenance Facility stormwater injection well (SWIW). The proposed scope of work is intended to service the stormwater management systems of both the maintenance facility and the green waste facility and provide support for the natural attenuation monitoring program for the arsenic plume. The proposal price distributes the costs of to be charged to the Environmental Resources Management (ERM or Public Works) Department and those costs associated with work to be charged to the CIP Department.

The referenced project includes the installation of a single SWIW to serve the maintenance and green waste facilities. RFI-5 indicated the need to evaluate the geology and hydrogeology of the area to ensure that the operation of the stormwater injection well would not affect drinking water sources (surface or groundwater) and would not affect the arsenic plume located in this vicinity.

Item 2 of Attachment 1 of RFI-5 requests additional information to provide reasonable assurance that the discharge into the drainage well has a minimum potential to i) rise into a preferential pathway in a Class G-II aquifer system and ii) adversely impact any surface water bodies in the vicinity of the project site via groundwater discharge.

It is URS' understanding that the application for a SWIW for the adjacent green waste facility is pending.

#### **1.1 Arsenic in Groundwater**

According to DERM's files, a Limited Site Assessment Report (LSAR) was prepared by M&E in December, 1996. DERM requested additional evaluations to delineate the extent of the arsenic in the groundwater. Arsenic was found in soil above the Soil Cleanup Target Level (SCTL) and in the groundwater above the Groundwater Cleanup Target Level (GCTL) of 0.05 mg/L. The report also indicated that the arsenic plume in groundwater extended beyond the western boundary of the maintenance facility into the golf course, beyond the fence line on the east and south, and into the trash station on the north. The storage and preparation of monosodium methane-arsenate were suspected to be the source of arsenic contamination.

In July 1998, M&E submitted a Site Assessment Update, which indicated levels above groundwater cleanup target levels (GCTLs) and SCTL of arsenic in the vicinity of the maintenance facility and the surrounding areas. Please note that at that time, the GCTL was 0.05 mg/l. Currently, the standard is 0.01 mg/l. The data in the report is insufficient to delineate the extent of arsenic on the basis of today's standards.

In May 1999, M&E prepared a Contamination Assessment Report Addendum. Based on the results, DERM accepted the remedial action of excavation of soil from "hot spots"

with appropriate disposal. A proposed a Natural Attenuation Monitoring Plan for the arsenic in groundwater has been submitted to DERM.

It is URS' understanding that DERM will provide CMB and M&E with the number, location and specifications of the required shallow monitoring wells. This information will be provided to URS.

## **1.2 Other Past Environmental Issues**

Other past environmental issues that have been identified in the vicinity have included a report of a possible petroleum discharge into a storm drain and the presence of ammonia in the groundwater. URS has been informed by the CMB that these issues are no longer a concern and has been eliminated in the following proposed scope of work.

## **2.0 STORMWATER INJECTION WELLS**

As part of the improvements to both the maintenance facility and the green waste facility, stormwater injection wells have been proposed. A number of factors are in favor of the proposed stormwater injection well. The disposal of stormwater would occur sporadically, depending strictly on rainfall. At the same time, vertical infiltration from rainfall would be occurring throughout the golf course, further lessening the impact of the stormwater well. The evaluation of the results from the stormwater injection well installed at the Clubhouse indicates that area has a high capacity for disposal.

The near surface geology of the barrier islands of Miami Beach consist of recent sedimentary deposits overlying the Key Largo Limestone Formation. The depth to groundwater in Miami Beach ranges between four and eight feet in depth, depending on the surface topography. There is a thin layer of G-II class groundwater, overlying the subjacent G-III class water in various areas of the barrier islands. Recharge to this G-II groundwater is through rainfall infiltration. This groundwater is not used, as its low volume and close proximity to G-III water make its use impractical.

The distinction between G-II and G-III class groundwater is defined by the concentration of total dissolved solids (TDS). G-II are groundwater supplies that contain less than 10,000 mg/L and are considered potable with treatment; while those that exceed this value are considered G-III and not potable. In order to further minimize the impact of the stormwater disposal, injection will be into a zone of G-III groundwater, where the total dissolved solids (TDS) exceeds 15,000 mg/L. The depth of this zone at the Clubhouse test well was between 40 and 50 feet below land surface.

CIP and ERM have indicated that they would like to serve the maintenance facility and the green waste facility by the same SWIW that has been approved for the maintenance facility. This will require a modification of the existing permit. Permit modification costs are not included in this proposal.

## **2.1 Maintenance Facility Stormwater Injection Well**

As part of the improvements of the Maintenance Facility, a stormwater injection well was selected for stormwater management. In their response to the Class V well application, FDEP has requested information regarding the impact of the stormwater injection activities on the partially defined arsenic plume.

The Metcalf & Eddy 1996 and 1999 reports indicate that the area surrounding the proposed stormwater injection well has arsenic in the groundwater at concentrations above the GCTLs as indicated in Miami-Dade Chapter 24 and FAC 62-777. Current standard for arsenic has been lowered in Miami-Dade County to 0.01 mg/L. Consequently, the 0.05 mg/L plume described in the 1996 and 1999 reports is a portion of the existing plume, which must be considered to be larger. The 1999 study included the installation of shallow (12' deep – 2' casing, 10' screen) and deep (35' deep – 30' casing, 5' screen). Arsenic was detected in the shallow wells, but not in the deep well. Conservatively, one could say that the arsenic is located in the zone between -2 and -30 feet below land surface (BLS). As the shallow wells had long screens, it is not possible to establish at what depth the arsenic is concentrated.

### **3.0 SCOPE OF WORK**

Based on the requirements for the arsenic monitoring and the RAR for the maintenance facility SWIW, URS has prepared the following scope of work. Please note that, although this scope is focused primarily to respond to FDEP's request for information regarding the impact of the maintenance facility SWIW, the field activities include the installation and sampling of the monitoring wells for the arsenic natural attenuation monitoring program.

Combining the investigation for arsenic will provide substantial cost benefits to each project by eliminating the unnecessary duplication of effort. Monitoring well installation activities for the natural attenuation monitoring and vertical extent assessment will be performed at the same time.

The scope of work is divided into four work orders.

#### **3.1 Work Order 1**

Work Order 1 (WO-1) will consist of two tasks for the preparation of field activities to resolve the outstanding environmental issues at the Maintenance Facility.

##### **3.1.1 WO-1 – Task 1 – Review of Existing Documentation and Monitor Well Location**

It is URS' understanding that all monitoring wells that had been installed by the previous consultant have been destroyed. The locations for the shallow monitoring wells will be provided by CMB, as per DERM's instructions to M&E. A site inspection will be performed in order to establish the proposed locations of monitoring wells and ensure that there are no access problems, overhead obstacles or buried utilities in the study area. Unless there are as-built drawings locating buried utilities, a private locator will be used to identify their location.

##### **3.1.2 WO-1 – Task 2 – Preparation of a Draft Field Scope of Work**

Based on the site inspection and review of past reports, URS will prepare a draft Field Scope of Work for preliminary discussion with CMB. The draft Field Scope of Work will be prepared with the objective of responding to the requirements for shallow monitoring and to delineate the vertical extent of arsenic in the soil and groundwater.

URS will recommend the installation of 1" diameter micro-wells. These small diameter wells have been accepted by DERM in some cases. URS will contact DERM to ensure that these wells will be acceptable to DERM.

It is estimated that the field activities will require the installation of ten 15' shallow wells. The vertical extent of arsenic in the area of the proposed SWIW will be evaluated using a DPT rig, to obtain groundwater samples at five foot intervals from the land surface a projected depth of 40'. These samples will be used to evaluate the possible vertical extent of the arsenic.

### **3.2 Work Order 2**

Work Order 2 (WO-2) will consist of the performance of the Scope of Work created in WO-1. The following presents the conceptual plan for field activities. The monitoring wells will serve to evaluate the arsenic in the groundwater.

#### **3.2.1 WO-2 – Task 1 – Evaluation of Contaminant Distribution**

In order to evaluate the current concentrations of arsenic, URS proposed to collect soil and groundwater samples from up to ten shallow (15') monitoring wells and vertical profiling in the area of the proposed SWIW.

Soil samples will be collected from the vadose zone of all monitoring wells. These samples will be analyzed for total arsenic. Groundwater samples will be collected from all monitoring wells. Duplicate samples will be collected from two shallow wells and one deep well. The samples will be analyzed for total and dissolved arsenic.

URS plans to propose using 1"diameter micro-wells, installed using direct-push techniques (DPT) for the shallow wells. The groundwater in the vicinity of the proposed maintenance facility SWIW will be evaluated using a DPT rig to establish the concentration of arsenic with depth. These small diameter wells have been accepted by DERM in some cases. URS has contacted DERM to clear the use of these microwells.

The DPT rig, fitted with a Hydropunch or equivalent, will be used to obtain groundwater samples at five foot intervals from the land surface a projected depth of 40'. These samples will be used to evaluate the possible vertical extent of the arsenic.

#### **3.2.2 WO-2 – Task 2 – Report Preparation**

Based on the results of WO-2 Task 1 URS will prepare boring logs, well construction detail figures, groundwater sampling logs and laboratory analyses results for submittal to CMB, which will be used by M&E for the preparation of the Natural Attenuation Monitoring Report to DERM. URS will use the information from the shallow wells together with the vertical profiling data as supporting documentation to the RAR, recommendations on design modifications for the SWIW and a detailed cost estimate for Work Order 3.

### **3.3 Work Order 3**

Work Order 3 (WO-3) will cover the activities associated with the installation of the SWIW test well, obtaining the data and preparation of the RAR for the maintenance facility SWIW.

### **3.3.1 WO-3 – Task 1 – Installation of Stormwater Injection Test Well**

URS will be present during the installation of the stormwater injection test well in order to collect samples. Based on the results of the analyses of the groundwater samples obtained as part of WO-2, the vertical extent of the arsenic contamination will be taken into consideration and the length of the surface casing will be adjusted. For purposes of this proposal, it is considered that the surface casing will be 30' in length. This surface casing will allow separation of the contaminated area and will prevent downward migration of arsenic during the installation of the inner well casing.

For the purposes of this proposal, URS is considering that the stormwater injection well design has been modified as per the recommendations provided on January 17, 2005, changing it from a final 24" diameter well to an 18" final diameter well with a 26" surface casing.

In order to provide site-specific geologic information, standard penetration test (SPT) methods, using a 2" diameter, 2' split-spoon, will be used to collect lithologic samples to the maximum depth of the surface casing. The surface casing will be set using the pilot hole created by the SPT. Once the surface casing has been set, the SPT will be continued to a depth of 100' below land surface. The soil samples will be described in the field to provide a lithologic log of the well.

Upon completion of the deep SPT, the final 18" casing would be installed and the remaining open hole section would be reamed out.

During installation, groundwater samples will be collected and tested in the field using a conductivity meter to help identify the separation between G-II and G-III groundwater. Injection into this more mineralized zone will also help reduce possible impacts to G-II class groundwater. Based on the results of the analyses for arsenic from the shallow and deep monitoring well samples, additional groundwater samples will be collected and tested for dissolved and total arsenic every ten feet, using a submersible pump.

The results of the lithologic log and groundwater testing will be provided to FDEP upon completion of the stormwater well construction activities.

### **3.3.2 WO-3 – Task 2 – Specific Capacity Testing**

Specific capacity testing will be performed by the driller, using a submersible pump. If acceptable to DERM, the water will be disposed of into an appropriate storm drain. This information will be used to evaluate the impact of the stormwater injection well on possible plume movement.

### **3.3.3 WO-3 - Task 3 – Data Analyses and Report Preparation**

URS will evaluate the data collected (laboratory analyses, field lithologic description, specific capacity testing) to establish the impact of the stormwater injection well on the water quality and possible movement of the arsenic plume. The report will summarize the field activities, results and recommendations for the operation of the stormwater injection well.

#### 4.0 SCHEDULE

It is URS' understanding the CMB, together with M&E, have met with DERM in order to establish the requirements for the Natural Attenuation Monitoring Program for the arsenic in the shallow groundwater. The schedule for the proposed scope of work in this proposal depends directly on receiving the approved locations of the shallow monitoring wells. Furthermore, it is URS' understanding that these locations should be provided near the end of August 2005.

For purposes of this proposal, once the location of the shallow wells have been provided, it is estimated that the tasks associated with preparation of the draft Field Scope of Work will require approximately one week from the date of the field inspection. Review by CMB is estimated at one week. Once the scope of work has been approved, the final budget for WO-2 will be prepared and submitted for approval by CMB within one week.

Upon approval of the budget for WO-2, it is estimated that the performance of the field investigation, laboratory analyses and report preparation will require between six to seven weeks.

Upon approval of the budget for WO-3, it is estimated that the installation of the SWIW, data collection and preparation of the RAR will require between six to eight weeks. Please see the attached schedule.

Please note that the schedules and costs for WO-2 and WO-3 depend on the results of WO-1.

#### 5.0 FEES

URS Corporation proposes to perform the above scope of work on a Time and Expense basis. Costs for the activities have been divided depending on the benefits derived by either Public Works or CIP. The following table shows the proposed personnel hours per task, rates and total costs

Work Order 1	Carlos F. Garcia	Babu Madabhushi	Edward Marks	Stephen Bauma
Task 1 - Review of Existing Documentation and Monitor Well Location	12	8	12	2
Task 2 - Preparation of Draft Field Scope of Work	8	8	8	2
<b>Total Hours</b>	20	16.5	20	4
<b>Personnel Rate</b>	\$108.22	\$65.80	\$51.49	\$108.22
<b>Subtotal Labor per Person</b>	\$2,164.40	\$1,085.70	\$1,029.80	\$432.88

**URS Labor Subtotal \$4,712.78**

The following details the reimbursable costs for WO-1

Reimbursables Items	QUANTITY	RATE	TOTAL
Cellular Phones	2	\$90.00	\$180.00
Copying	1	\$250.00	\$250.00
Vehicle	1	\$207.00	\$207.00
		<b>Reimbursable Subtotal</b>	<b>\$637.00</b>

<b>URS Subtotal Fees WO-1</b>	<b>\$5,349.78</b>
<b>Environmental Resources Management (Public Works) Department Cost</b>	<b>\$2,284.67</b>
<b>CIP Department Cost</b>	<b>\$3,032.21</b>

Total costs for WO-1 are \$5,349.78, divided into \$2,284.67 for ERM and \$3,065.11 for CIP.

Work Order 2	Carlos F. Garcia	Babu Madabhushi	Edward Marks	Stephen Baupal
Task 1 - Evaluation of Contaminant Distribution	30	36	128	4
Task 2 - Reporting	16	41.5	32	2
<b>Total Hours</b>	<b>46</b>	<b>77.5</b>	<b>160</b>	<b>6</b>
<b>Personnel Rate</b>	<b>\$108.22</b>	<b>\$65.80</b>	<b>\$51.49</b>	<b>\$108.22</b>
<b>Subtotal Labor per Person</b>	<b>\$4,978.12</b>	<b>\$5,099.50</b>	<b>\$8,238.40</b>	<b>\$649.32</b>
<b>URS Estimated Labor Subtotal</b>				<b>\$18,965.34</b>

The following details the reimbursable costs from URS for WO-2

Reimbursable Items	QUANTITY	RATE	TOTAL
Cellular Phones	2	\$90.00	\$180.00
Copying	1	\$250.00	\$250.00
Vehicle	2	\$207.00	\$414.00
<b>Estimated Reimbursable Subtotal</b>			<b>\$844.00</b>

Total URS charges for WO-2 are \$19,809.34, divided into \$9,542.77 for ERM and \$10,266.57 for CIP.

Subcontractors' expenses are billed at cost plus 5%. Subcontractor charges are divided based on the benefits derived by ERM or CIP as follows:

Subcontracted Services - Estimated	Quantity	Rate	5% Mark Up	Total
Utilities Clearance	1	\$1,600.00	\$80.00	\$1,680.00
2" 15' Monitoring Wells	9	\$8,250.00	\$412.50	\$8,662.50
DPT Vertical Arsenic	9	\$2,200.00	\$110.00	\$2,310.00

Extent Sampling				
Surveying Services	1	\$4,250.00	\$212.50	\$4,462.50
Laboratory Analyses - Soil - Arsenic	10	\$17.50	\$0.88	\$183.75
Laboratory Analyses - Groundwater - Arsenic - Shallow Wells	11	\$15.00	\$0.75	\$173.25
Laboratory Analyses - Groundwater - Arsenic and Total Dissolved Solids - Vertical Profiling	9	\$30.00	\$1.50	\$283.50
Field Sampling Equipment	3	\$450.00	\$22.50	\$1,417.50
Monitoring Well Development Water Disposal	10	\$150.00	\$7.50	\$1,575.00
Soil Sample / Drill Cuttings Disposal	6	\$250.00	\$12.50	\$1,575.00
<b>Estimated Subcontracted Services Subtotal</b>				<b>\$22,323.00</b>

Total costs for WO-2 are \$42,132.34. This is divided equally into \$21,066.17 between ERM and CIP.

The following estimate for WO-3 assumes that the costs for the SWIW have already been budgeted and authorized. This includes the cost modification for increased cost of steel and surface casing.

The following tables present a conservative estimate for Work Order 3. Please remember that upon the completion of the Scopes of Work and incorporation of the comments and/or additional requirements from DERM a revised estimate for WO-3 will be provided. The following should only be used as a possible guide for future budgeting.

Work Order 3 (Estimate)	Carlos Garcia	F. Babu Madabhushi	Edward Marks	Stephen Bauml
Task 1 - SWIW Installation	12	12	60	2
Task 2 - Specific Capacity Testing	6	6	12	2
Task 3 - Data Analyses and Report Preparation	16	20	24	2
<b>Total Hours</b>	<b>34</b>	<b>38</b>	<b>96</b>	<b>6</b>
<b>Personnel Rate</b>	<b>\$108.22</b>	<b>\$65.80</b>	<b>\$51.49</b>	<b>\$108.22</b>
<b>Subtotal Labor per Person</b>	<b>\$3,679.48</b>	<b>\$2,500.40</b>	<b>\$4,943.04</b>	<b>\$649.32</b>

**URS Estimated Labor Subtotal**

**\$11,772.24**

Reimbursable expenses for WO-3 are estimated as follows:

Reimbursable Items	Quantity	Rate	Total
Cellular Phones	2	\$90.00	\$180.00
Copying	1	\$250.00	\$250.00



Reimbursable Items	Quantity	Rate	Total
Vehicle	1	\$207.00	\$207.00
<b>Estimated Reimbursable Subtotal</b>			<b>\$637.00</b>

**URS Subtotal Estimated Fee WO-3**

**\$12,409.24**

Subcontractors' expenses are billed at cost plus 5%. These expenses for WO-3 are estimated as follows:

Subcontracted Services - Estimated	Quantity	Rate	% Mark Up	Total
Laboratory Analyses - Groundwater - Arsenic	10	\$15.00	\$0.75	\$157.50
Laboratory Analyses - Groundwater - Total Dissolved Solids	10	\$15.00	\$0.75	\$157.50
Soil Sample / Drill Cuttings Disposal	10	\$250.00	\$12.50	\$2,625.00
Field Sampling Equipment	1	\$450.00	\$22.50	\$472.50
Specific Capacity Data Collection Equipment	4	\$275.00	\$13.75	\$1,155.00
<b>Subcontracted Services Subtotal</b>				<b>\$4,567.50</b>

**Total Estimated Fee WO-3**

**\$16,976.74**

**Environmental Resources Management (Public Works) Department Cost**

**\$8,488.37**

**CIP Department Cost**

**\$8,488.37**

Total fees for WO-3 are estimated at \$16,976.74. On the assumption that this single well will serve both the Maintenance and Green waste facilities, the cost is divided in two, \$8,488.37 each, for the CIP and ERM.

For budgetary purposes, the following summarizes the expenses for WO-1, WO-2 and WO-3.

	CIP Dept.	Public Works ERM Dept.	Total
Total Fee WO-1	\$3,065.11	\$2,284.67	\$5,349.78
Total Estimated Fee WO-2	\$21,066.17	\$21,066.17	\$42,132.34
Total Estimated Fee WO-3	\$8,488.37	\$8,488.37	\$16,976.74
Estimated Project Total	\$32,619.65	\$31,839.21	\$64,458.86

Total estimated project costs are \$64,458.86, of which \$32,619.65 will be the CIP Department's responsibility and \$31,839.21 will be the Environmental Resources Management (Public Works) Department's responsibility. Please note that this does not include the cost of the SWIW, which URS assumes has already been approved.

Costs associated with permit modifications to include the green waste facility into the maintenance facility SWIW permit and modifications in the size of the SWIW in order to accommodate the runoff from the green waste facility will be addressed by ERM.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 3, IN THE AMOUNT OF \$73,741, TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND URS CORPORATION - SOUTHERN, DATED JUNE 27, 2001, TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES FOR THE PREPARATION OF THE REASONABLE ASSURANCE REPORT FOR THE MIAMI BEACH GOLF CLUB MAINTENANCE BUILDING, TO ADDRESS THE CONCERNS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); AMENDMENT TO BE FUNDED BY THE 2001 GULF BREEZE FUND PREVIOUSLY APPROPRIATED FOR THE MIAMI BEACH GOLF COURSE, IN THE AMOUNT OF \$5,349.78; BY THE STORMWATER FUND PREVIOUSLY APPROPRIATED FOR THE PUBLIC WORKS DEPARTMENT ENVIRONMENTAL WORK, IN THE AMOUNT OF \$32,837.78; AND APPROPRIATING FUNDING, IN THE AMOUNT OF \$35,553.44, FROM THE AMERICAN GOLF SETTLEMENT.**

**WHEREAS**, on June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into an agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for City facilities and parks ("Program"), pursuant to Request for Qualifications No. 111-99/00 (the Agreement); and

**WHEREAS**, URS has been providing satisfactory professional services and assisting City staff in the planning, programming, design review, construction administration, scheduling, budgeting and consultant coordination; and

**WHEREAS**, the City has requested that URS provide hydrogeologic consulting services for the preparation of the Reasonable Assurance Report (RAR) to address the concerns of the Department of Environmental Protection (FDEP) referenced in RFI-5, dated April 13, 2004 for the Miami Beach Golf Course maintenance facility storm water injection well (SWIW); and

**WHEREAS**, the proposed scope of work is intended to service the storm water management systems of both the maintenance facility and the green waste facility and provide support for the natural attenuation monitoring program for the arsenic plume; and

**WHEREAS**, FDEP has indicated the need to evaluate the geology and hydrogeology of the area to ensure that the operation of the storm water injection well would not affect drinking water sources (surface or groundwater) and would not affect the arsenic plume located in this vicinity; and

**WHEREAS**, FDEP has also requested additional information to provide reasonable assurance that the discharge into the drainage well has a minimum potential to i) rise into a

preferential pathway in a Class G-II aquifer system and ii) adversely impact any surface water bodies in the vicinity of the project site via groundwater discharge; and

**WHEREAS**, in its response to the Class V well application, FDEP has requested information regarding the impact of the storm water injection activities on the partially defined arsenic plume; and

**WHEREAS**, FDEP has required that the City provide an RAR prior to the issuance of a permit for the installation of a new storm water drainage well at the Miami Beach Golf Club; and

**WHEREAS**, the total estimated cost to produce the documentation required by the FDEP is \$73,741.00; the fee of \$73,741.00 includes URS' fee of \$64,459.00, a 10% contingency (\$6,446.00), and a 4% CIP Fee (\$2,836.00); and

**WHEREAS**, performance of this work will allow the City's contractor to proceed with the installation of the well, and complete construction of the maintenance yard; and

**WHEREAS**, the Administration would recommend that the Mayor and City Commission approve an Amendment No. 3 to the Agreement with URS to provide additional hydrogeologic services, as more particularly set forth in "Exhibit A" to the Amendment, attached hereto and incorporated herein.

**NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute Amendment No. 3, in the amount of \$73,741.00, to the Agreement between the City of Miami Beach and URS Corporation Southern, dated June 27, 2001, to provide Hydrogeologic Consulting Services for the preparation of the Reasonable Assurance Report for the Miami Beach Golf Club maintenance building, to address the concerns of the Department of Environmental Protection; Amendment to be funded by the 2001 Gulf Breeze Fund previously appropriated for the Miami Beach Golf Course, in the amount of \$5,349.78; by the Stormwater Fund previously appropriated for the Public Works Department environmental work, in the amount of \$32,837.78; and appropriating funding, in the amount of \$35,553.44, from the American Golf settlement.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.**

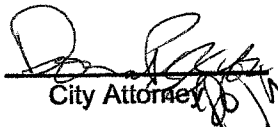
**ATTEST:**

\_\_\_\_\_  
CITY CLERK

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\_\_\_\_\_  
MAYOR

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

1/10/06  
Date

**AMENDMENT NO. 3  
TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF MIAMI BEACH, FLORIDA  
AND  
URS CORPORATION - SOUTHERN, DATED, JUNE 27, 2001, IN AN  
AMOUNT OF \$73,741,**

**TO PROVIDE HYDROGEOLOGIC SERVICES FOR THE MIAMI BEACH GOLF  
COURSE MAINTENANCE BUILDING**

**This Amendment No. 3, dated as of January 11, 2006, to that certain Agreement, dated June 27, 2001, by and between the CITY OF MIAMI BEACH, FLORIDA (City), and URS CORPORATION – SOUTHERN (“URS”) (Consultant).**

**RECITALS**

**WHEREAS**, on June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into an agreement with URS Corporation-Southern (“URS”) for Program Management Services to manage construction projects for City facilities and parks (“Program”), pursuant to Request for Qualifications No. 111-99/00 (the Agreement); and

**WHEREAS**, URS has been providing satisfactory professional services and assisting City staff in the planning, programming, design review, construction administration, scheduling, budgeting and consultant coordination; and

**WHEREAS**, the City has requested that URS provide hydrogeologic consulting services for the preparation of the Reasonable Assurance Report (RAR) to address the concerns of the Department of Environmental Protection (FDEP) referenced in RFI-5, dated April 13, 2004 for the Miami Beach Golf Course maintenance facility storm water injection well (SWIW); and

**WHEREAS**, the proposed scope of work is intended to service the storm water management systems of both the maintenance facility and the green waste facility and provide support for the natural attenuation monitoring program for the arsenic plume; and

**WHEREAS**, FDEP has indicated the need to evaluate the geology and hydrogeology of the area to ensure that the operation of the storm water injection well would not affect drinking water sources (surface or groundwater) and would not affect the arsenic plume located in this vicinity; and

**WHEREAS**, FDEP has also requested additional information to provide reasonable assurance that the discharge into the drainage well has a minimum potential to i) rise into a preferential pathway in a Class G-II aquifer system and ii) adversely impact any surface water bodies in the vicinity of the project site via groundwater discharge; and

**WHEREAS**, in its response to the Class V well application, FDEP has requested information regarding the impact of the storm water injection activities on the partially defined arsenic plume; and

**WHEREAS**, FDEP has required that the City provide an RAR prior to the issuance of a permit for the installation of a new storm water drainage well at the Miami Beach Golf Club; and

**WHEREAS**, the total estimated cost to produce the documentation required by the FDEP is \$73,741.00; the fee of \$73,741.00 includes URS' fee of \$64,459.00, a 10% contingency (\$6,446.00), and a 4% CIP Fee (\$2,836.00); and

**WHEREAS**, performance of this work will allow the City's contractor to proceed with the installation of the well, and complete construction of the maintenance yard; and

**NOW, THEREFORE**, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

**1. ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 3.

- 2.** The Agreement is amended to provide additional hydrogeologic services, as more particularly set forth in Exhibit "A" to this Amendment, attached hereto and incorporated herein.

**3. RATIFICATION**

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed in their names by their duly authorized officials as of the date first set forth above.

CITY OF MIAMI BEACH

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CONSULTANT

URS CORPORATION - SOUTHERN

By \_\_\_\_\_  
VICE-PRESIDENT

\_\_\_\_\_  
ATTEST:

Print Name

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
Print Name

SEAL

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

1-6-06  
\_\_\_\_\_  
Date

**Condensed Title:**

Set Public Hearing To Consider Proposed Sale/Exchange of City-owned Property at 1833 Bay Road

**Key Intended Outcome Supported:**

Increase satisfaction with recreational programs

**Issue:**

Shall the Mayor and City Commission Set the Public Hearing for February 8, 2006

**Item Summary/Recommendation:**

The City Administration has been exploring the feasibility of selling or exchanging 1833 Bay Road (and 2 adjacent parking lots) totaling 24,000 square feet, for four privately owned-parcels (totaling approximately 32,000 square feet) in the immediate vicinity, to relocate the City's Property Management Facility currently located within Flamingo Park. The Administration deems that one of the most compelling reasons to pursue this land exchange is to relocate Property Management and significantly increase park programming within Flamingo Park by recapturing the Park space currently occupied by Property Management. The City Charter provides that the sale/exchange of City land be approved by 4/7ths vote of the Planning Board (see recommendation below) and 5/7ths of the City Commission. Section 82-37 of the City Code (a/k/a Shapiro Ordinance), also requires that a Public Hearing, advertised 15 days prior, be held before final consideration of said sale or exchange. Subsequently, the proposed transaction was also considered by the Finance and Citywide Projects Committee on December 21, 2005 (See recommendation below).

The Administration recommends Adoption of the Resolution setting the Public Hearing.

**Advisory Board Recommendation:**

Planning Board approved on November 22, 2005 and Finance and Citywide Projects Committee, considered the matter on December 21, 2005, continued the matter (seeking additional parcel valuation information) to its January 19, 2006 meeting, but recommend that in the interim the City Commission, at its January 11, 2006 meeting, set the Public Hearing required by Section 82-37 of the City Code for February 8, 2006.


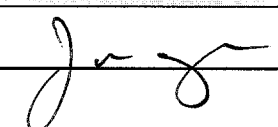
**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1			
	2			
	Total			
OBPI				
Financial Impact Summary:				

**City Clerk's Office Legislative Tracking:**

Tim Hemstreet, Assistant City Manager

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jan1106\consent\1833 Bay Road Land Swap Summary.doc



MIAMI BEACH

AGENDA ITEM

C7D

DATE

1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO OBTAIN PUBLIC COMMENT REGARDING THE PROPOSED SALE/EXCHANGE OF CITY PROPERTY, LOCATED AT 1833 BAY ROAD.**

Effective January 14, 2004, the following City Charter provisions (Section 1.03 (b)(3)) applies to any proposed sale, exchange, or lease in excess of ten years of City owned land that is not explicitly named in the Charter:

"The sale, exchange, conveyance or lease of ten years or longer of all remaining City-owned property shall, as provided by Ordinance, require approval of a majority (4/7) vote of all members of the Planning Board and five-sevenths vote of all members of the City Commission."

This requires all property transactions where City property is proposed to be sold or exchanged to be brought before the Planning Board for consideration and approval. The City Administration believes there is a compelling public purpose that warrants the exchange of City property.

The Planning Board considered and approved the proposed sale and/or exchange of the City property located at 1833 Bay Road on November 22, 2005 by a majority four-sevenths (4/7) vote of all members of the Board.

In addition, Section 82-37 of the City Code (a/k/a Shapiro Ordinance) requires a Public Hearing as part of the Commission consideration of the sale and/or exchange of City property. The Public Hearing must be advertised at least 15 days in advance. The purpose of the proposed resolution is to set said Public Hearing for the City Commission to consider the sale and/or exchange of City property located at 1833 Bay Road. In order to approve the proposed sale and/or exchange of the property (without a competitive bidding process), an approval of a majority five-sevenths (5/7) vote of all members of the City Commission is required.

A continual issue for the City is the location of the Property Management Facility, currently located within Flamingo Park. For many years, the City Administration has sought a practical location outside the park at a reasonable cost. The difficulties in relocation include: operational needs include a sizable replacement facility to reasonably operate; there is a need to be within Miami Beach; and the area of relocation must have a suitable zoning and land use.

In January 2005, the City purchased the property at 1833 Bay Road, a facility that it had been leasing for some time. The building is currently occupied by a division of the Parking Department and the City also owns the two adjacent parcels to the south which have a



current use as a parking lot. Together, these three parcels are 24,000 square feet (8,000 each) and are collectively known as 1833 Bay Road. This property is within the City's only Light Industrial (I1), zoning district. This is a compatible zoning and land use district for the facility.

This site was examined for feasibility for relocation of the Property Management Facility. However, at 24,000 square feet, it is too small to meet the City's needs without demolishing the existing building and then constructing a parking garage with warehouse and office space. Property Management would ideally prefer about 47,000 square feet in total, including parking requirements and field activities. However, given the fact that a 47,000 square foot contiguous site was unlikely to be acquired by the City, staff did determine that under certain conditions the operation could be reasonably accommodated within a 32,000 square foot parcel. Additionally, the current Parking staff occupying the building would need to be relocated, which would create an additional cost. Fiscally, at that time, the capital costs were significantly less for the operation to remain in Flamingo Park, and a 32,000 square foot parcel was not available to the City.

In May 2005, the City was approached by one of the adjacent property owners, Mr. Zalman Fellig and Mr. Solomon Fellig, of Goldwater Realty, to obtain the City's three parcels. Many of the adjacent parcels within the I1 district are under their ownership and they have a legitimate business purpose for obtaining the City's parcels. They have offered to exchange the City's three Bay Road parcels for four (4) contiguous parcels within the I1 district that they own. The four parcels, totaling 32,000 square feet, owned by Goldwater Realty are located at 1825 West Avenue and consist of two improved lots and two vacant lots. The two improved lots each have a warehouse on them with a 6,000 square foot footprint, for a total footprint of 12,000 square feet. The warehouse buildings were completed in 2001.

City staff, from Public Works and Property Management, inspected the West Avenue site and have determined that Property Management could relocate to the West Avenue site. The warehouse buildings can be adapted to Property Management's needs. The vacant lots, at a minimum, will need to be converted to a parking lot.

The site is more "isolated" from other uses than is 1833 Bay Road or Flamingo Park. The neighbor to the north is FPL, as FPL just bought the plumbing store parcel to expand the substation, the neighbor to the west is a warehouse, the neighbor to the south is the current owner, and the neighbor to the east is a gas station.

Due to the differential in value between the parcels, including improvements, the City will need to provide compensation in addition to its parcels in the amount of \$4 million, split into two payments separated by a year. A general term sheet is attached.

Perhaps the most compelling reason for the City to pursue this land exchange is that it allows for a significant increase in park programming within Flamingo Park as this space can be recaptured if Property Management relocates to West Avenue. The current Property Management footprint within Flamingo Park is approximately 50,000 square feet. The current facility is sub-standard as much of the operation is housed within a series of modular units and/or shed type buildings. In addition, the parking for the facility is located primarily on Michigan Avenue, which results in the partial spill over of the operation into the surrounding residential area. Relocating this use out of Flamingo Park, and out of this residential area, will significantly improve the quality of the park experience, improve the quality of life to the residential community, will provide sufficient and modern facilities for

Property Management, will locate the Property Management function within an industrially zoned area, and will also add another acre of programmable space to this 34 acre park facility.

As noted above, the proposed sale and/or exchange of this property was approved by the Planning Board on November 22, 2005.

Subsequently, the proposed transaction was considered by the City Commission Finance and Citywide Projects Committee on December 21, 2005. The Commission Committee had several questions regarding the valuation of the City's property, the valuation of the Fellig's properties, the effect on valuation due to the aggregation of parcels for both parties, the potential of placing a limit on the ability to aggregate the City parcels, and the nature of the future use of the 1833 site by the Felligs. The responses to these questions were not readily evident at the Committee meeting of December 21<sup>st</sup> and the item was continued to the Committee meeting of January 19, 2006.

However, the Committee did vote to recommend to the City Commission that the Public Hearing required by Section 82-37 of the City Code be scheduled for February 8, 2006 at the Commission Meeting of January 11, 2006.

Due to the details of the proposed transaction, which is also related to the City's projected timelines to plan and design any proposed improvements, the actual relocation of Property Management is expected to occur sometime in 2008. The projected cost of the relocation, including both hard and soft costs is approximately \$2 million.

In negotiating this property transaction, the City has made no representations or commitments as to the use and or development of the City parcel and surrounding parcels at 1833 Bay Road. It is expected, and has been clearly communicated to the potential purchaser, that all planning and zoning reviews and requirements will be adhered to in whatever successor use is pursued for the City parcel at 1833 Bay Road.

This is truly a significant opportunity for the City.

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TERM SHEET  
PROPOSED TRANSACTION BETWEEN  
THE CITY OF MIAMI BEACH  
AND  
GOLDWATER REALTY

- City to convey fee simple title for its 1833 Bay Road property to Goldwater.
- Concurrently, Goldwater conveys fee simple title for its 1825 West Avenue property to City.
- An appraisal has been done on both properties. The appraised values for the properties have been taken into consideration by both parties and both parties acknowledge that the Goldwater property has a higher value than the City property. The final consideration paid to Goldwater is based on the appraised values as adjusted by actual information provided by the property owner that was not available to the appraiser at the time of appraisal.
- Due to the differential in value, and in addition to the exchange of land, the City will pay to Goldwater a total of \$4 million. This consideration will consist of the following:
  - \$3.2 million cash due at closing
  - \$800,000 in compensation to be determined at a later date.
- Each party will pay its respective closing costs.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF  
THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC  
HEARING TO OBTAIN PUBLIC COMMENT REGARDING THE  
PROPOSED SALE/EXCHANGE OF CITY PROPERTY, LOCATED  
AT 1833 BAY ROAD**

**WHEREAS**, the City Administration has been exploring the feasibility of selling or exchanging the City-owned property located at 1833 Bay Road, totaling 24,000 square feet, for four privately owned-parcels, totaling approximately 32,000 square feet, in the immediate vicinity, in order to relocate the City's Property Management facility, currently located within Flamingo Park; and

**WHEREAS**, the Administration deems that one of the most compelling reasons to pursue this transaction to relocate the Property Management facility and significantly increase park programming within Flamingo Park, by recapturing the Park space currently occupied by Property Management; and

**WHEREAS**, Section 1.03 (b) (3) of the City Charter provides that the sale/exchange of City land be approved by 4/7ths vote of the Planning Board, and 5/7ths vote of the Mayor and City Commission; and

**WHEREAS**, on December 21, 2005, the Planning Board, at its regular meeting, approved the aforesated sale or exchange; and

**WHEREAS**, Section 82-37 of the City Code (a/k/a Shapiro Ordinance), which also governs the sale or exchange of City-owned property, requires, in part, that a duly advertised public hearing, be held before final consideration by the Mayor and City Commission of said sale or exchange; and

**WHEREAS**, the proposed transaction was also discussed at the Finance and Citywide Projects Committee on December 21, 2005, at which time the matter was continued to the Committee's January 19, 2006 meeting, pending additional information relative to the valuation of the City-owned property and the privately owned parcels; and

**WHEREAS**, the Finance and Citywide Projects Committee recommended that, in the interim, the Mayor and City Commission set the required public hearing for February 8, 2006.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby authorize the setting of a Public Hearing on February 8, 2006, in order to obtain citizen input prior to final consideration of the proposed sale/exchange of the City-owned property located at 1833 Bay Road.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
City Attorney  1-6-06  
Date

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**Condensed Title:**

A Resolution Authorizing The City Manager Or His Designee To Enter Into An Urban And Community Forestry Grant Memorandum Of Agreement With The State Of Florida, Department Of Agriculture And Consumer Services, Division of Forestry.

**Key Intended Outcome Supported:**

Improve The City's Overall Financial Health And Maintain Overall Bond Rating.

**Issue:**

Shall The City Support The Grant Request Consisting Of The Replanting of Trees in Parks That Were Most Heavily Damaged By Hurricane Storms of 2004?

**Item Summary/Recommendation:**


The 2005 Emergency Hurricane Supplemental Urban and Community Forestry Grant Program solicits applications from local governments in order to provide financial assistance for tree planting, arboricultural practices, and educational programs in urban areas throughout the State of Florida. The Program seeks to provide financial assistance for the development of urban forestry particularly for communities adversely affected by Hurricane Ivan and other storms occurring before 2005. Communities are encouraged to submit proposals that demonstrate a commitment to replanting trees destroyed by the hurricanes of 2004. In addition, the Program encourages communities to develop plans for the replacement of exotic, over mature, and weak rooted trees with more wind resistant species.

Total grant requests are subject to restrictions based on the severity of the storms and size of each community. Communities of any size hit by tropical force storms can request no more than \$75,000 for the refurbishment of lost or damaged trees. The City of Miami Beach is requesting a \$75,000 grant from the Urban and Community Forestry Program. The City of Miami Beach estimates that over 250 trees on public land were destroyed due to tropical force winds during the 2004 storms. Grant money will be spent to plant trees in city parks that were most heavily damaged by Hurricanes Frances and Jeanne, and to remove six over-mature and decaying casuarinas and replace them with live oaks. The City of Miami Beach's 25% match, as required by the grant provisions, will be covered with City revenues spent to replace trees that were destroyed or damaged by the storms. The Administration recommends support of the grant request to enhance the urban forestry at various parks.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

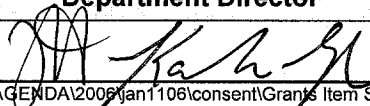
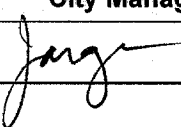
Source of Funds:	Grant/Project	Grant	Match Amount
 OBPI	1. State of Florida Div. of Forestry	\$75,000	\$25,000 / Previously Expended City Funds

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Judy Hoanshelt, Office of Budget and Performance Improvement

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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MIAMI BEACH

AGENDA ITEM C7E  
DATE 1-11-06



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY FOR FUNDING IN AN AMOUNT NOT TO EXCEED \$75,000 FOR FUNDING FOR THE CITY'S TREE PLANTING PROGRAM; FURTHER APPROPRIATING THE GRANT IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The US Forest Service is authorized under federal legislation to provide funds to states for grants to communities in support of their urban forestry programs. The Florida Department of Agriculture and Consumer Services is authorized under Florida Statute to cooperate with local governments to promote the planting and protection of trees to improve the beauty and livability of urban environments in the State of Florida.

Pursuant to the aforementioned legislative initiatives, the 2005 Emergency Hurricane Supplemental Urban and Community Forestry Grant Program solicits applications from local governments in order to provide financial assistance for tree planting, arboricultural practices, and educational programs in urban areas throughout the State of Florida. The Program seeks to provide financial assistance for the development of urban forestry particularly for communities adversely affected by Hurricane Ivan and other storms occurring before 2005. Communities are encouraged to submit proposals that demonstrate a commitment to replanting trees destroyed by the hurricanes of 2004. In addition, the Program encourages communities to develop plans for the replacement of exotic, over mature, and weak rooted trees with more wind resistant species.

Total grant requests are subject to restrictions based on the severity of the storms and size of each community. Communities of any size hit by tropical force storms can request no more than \$75,000 for the refurbishment of trees that were lost or damaged during all 2004 storms combined. The City of Miami Beach is requesting a \$75,000 grant from the Urban and Community Forestry Program. The City of Miami Beach estimates that over 250 trees on public land were destroyed due to tropical force winds during the 2004 storms. Grant money will be spent to plant trees in city parks that were most heavily damaged by Hurricanes Frances and Jeanne, and to remove six over-mature and decaying casuarinas and replace them with live oaks.

With the recent hiring of an urban forester, the City of Miami Beach intends to increase the number and improve the quality of trees composing the urban forest. All tree planting and tree work will be located in City parks which are highly visited by residents and tourists, including North Shore Open Space Park, Pinetree Park, Fairway Park, and Flamingo Park. The City intends to hire qualified companies for the removal and replacement of exotic trees, supervised and maintained by the city's urban forester.

The City of Miami Beach's 25% match, as required by the grant provisions, will be covered with City funds already spent on replace trees that were destroyed or damaged by the storm.

This project supports the key intended outcome: Improve the City's overall financial health and maintain overall bond rating. In addition, according to the 2005 Miami Beach Community Satisfaction Survey, landscape maintenance in right-of-ways and public areas was one of the key drivers for the overall quality of life for our residents.

## **CONCLUSION**

The Administration requests approval to authorize the City Manager or his designee to enter into an Urban and Community Forestry grant memorandum of agreement with the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry for Funding in an amount not to exceed \$75,000 for funding for the City's tree planting program; further appropriating the grant if approved and accepted by the City; and authorizing the execution of all necessary documents related to this application.

JMG/KGB/JH/RKV

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, IN AN AMOUNT NOT TO EXCEED \$75,000, FOR FUNDING FOR THE CITY'S TREE PLANTING PROGRAM; FURTHER APPROPRIATING THE GRANT IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.

**WHEREAS**, trees are an important part of our community; and

**WHEREAS**, the City desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund a citizen forester program; and

**WHEREAS**, the City wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City and the Florida Department of Agriculture and Consumer Services.

**NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that:**

1. The City of Miami Beach City Commission supports the development of a citizen forester program to allow continuation of the City's tree planting program.
2. The City of Miami Beach City Commission hereby authorize the City Manager or his designee to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City and the Florida Department of Agriculture and Consumer Services; further appropriating the grant, if approved and accepted by the City, and authorizing the execution of all necessary documents related to these applications.


**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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\_\_\_\_\_  
**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 1-6-06  
City Attorney Date

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**Condensed Title:**

A Resolution Accepting the City Manager's Recommendation Pursuant to RFP 37-04/05 For Temporary Personnel Services, Authorizing the Administration to Enter into Negotiations with Ten (10) Agencies and Authorizing the Mayor and City Clerk to Execute Agreements for Temporary Personnel Services.

**Key Intended Outcome Supported:**

Increase community satisfaction with City services.

**Issue:**

Shall the Commission Adopt the Resolution?

**Item Summary/Recommendation:**

Request for Proposals (RFP) No. 37-04/05 was issued for Temporary Personnel Services, as authorized by the City Commission at its July 27, 2005 meeting. The purpose of the RFP is to establish multiple contracts for Temporary Personnel Services, on an "as needed basis" from qualified Temporary Personnel Agencies ("Agencies").

An Evaluation Committee appointed by the City Manager reviewed the proposals. The Committee discussed the criteria as well as the various options of ranking the agencies.


As the ten responsive agencies submitted proposals that satisfied the requirements of the RFP, to include, but not limited to: Compliance with the Living Wage Ordinance; the City's option to interview multiple candidates for any position; working with the Miami Beach One Stop Career Center; drug screening; background checks; criminal checks; Interviewing; skills testing; and customer service training, there was a unanimous decision to go forward with a recommendation to negotiate agreements with all responsive agencies. There was an additional recommendation that, after the agreements are in place, the designated contract manager should solicit feedback from the departments that are utilizing the agencies, as well as facilitate performance reviews on the agencies at regular intervals.

The Administration recommends approval.

**Advisory Board Recommendation:**

N/A


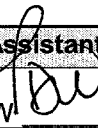
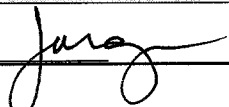
**Financial Information:**

Source of Funds:	1	Amount	Account	Approved
 OBPI		\$1,000,000 Estimate annually. Based on previous years' expenditures	Funds are available from the temporary labor budget accounts allocated to City Departments, subject to the Office of Budget and Performance Improvement review	
<b>Financial Impact Summary:</b>	<b>Total</b>			

**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext. 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
GL 	PDW 	JMG 

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MIAMI BEACH

AGENDA ITEM 07F  
DATE 1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 37-04/05 FOR TEMPORARY PERSONNEL SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH TEN (10) TEMPORARY PERSONNEL AGENCIES; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **FUNDING**

\$1,000,000 - estimated annual amount based on previous years' expenditures. Funds are available from the temporary labor budget accounts allocated to City Departments, subject to the Office of Budget and Performance Improvement review.

### **ANALYSIS**

The Mayor and City Commission at its July 27, 2005 meeting, authorized the Administration to issue this Request for Proposals (RFP) for Temporary Personnel Services.

The purpose of the RFP is to establish multiple contracts for Temporary Personnel Services, on an "as needed basis" from qualified Temporary Personnel Agencies ("Agencies"). Temporary personnel are needed to cover for regular City employees who are on vacation or leave of absence; to temporarily fill vacancies until they are permanently filled; and to work on special projects.

RFP No. 37-04/05 was issued on August 3, 2005, and notices sent to over 25 agencies, which resulted in the receipt of eleven proposals from the following agencies:

A1A Employment of Miami  
AppleOne Employment Services  
Creative Staffing  
David Wood Personnel  
Pacesetter Personnel Service  
Staffix  
Tandem Staffing Solutions, Inc.  
TransHire  
Tri-State Employment Service, Inc.  
Union Temporary Services  
Westaff

After review, the response from Pacesetter Personnel Service was deemed non-responsive due to not satisfying some of the minimum requirements, to include, but not limited to: "Respondents shall include their procedures for screening, interviewing, testing and training employees that will be placed with the City."

On November 4, 2005, the City Manager via Letter to Commission No. 274-2005 appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

Margarita Cepeda – Executive Director, UNIDAD  
Steven Davis – CMB Resident, Leadership Academy Alumni  
George Fisher - Fleet Management Analyst  
Vashanna McIntosh-Moore – Parking Operations Manager  
Rhonda McPherson – Assistant Director, Property Management Division  
John Toledo – Assistant Director, Property Management Division  
Richard Wolfe – CMB Resident, Leadership Academy Alumni

Margarita Cepeda and John Toledo had scheduling conflicts upon receipt of the meeting date. Raymond Adrian, Director of Operations of UNIDAD attended for Margarita, and Regina Lane, CMB Property Management, was selected as an alternate for John.

On November 29, 2005, the Committee convened to discuss and evaluate the proposals, based on the following criteria outlined in the RFP:

Experience and qualifications of the Agency	30 points
Screening, interviewing, testing and training program	20 points
Proven performance of providing qualified and productive employees	30 points
Billing rates	20 points

The Committee discussed the criteria as well as the various options of ranking the agencies. Due to the diversity of temporary positions and their associated job descriptions in the proposal, and the fact that agencies were not required to submit pricing for all positions/job descriptions, the Committee found they were unable fairly to rank the agencies.

As the ten responsive agencies submitted proposals that satisfied the requirements of the RFP, to include, but not limited to: Compliance with the Living Wage Ordinance; the City's option to interview multiple candidates for any position; working with the Miami Beach One Stop Career Center; drug screening; background checks; criminal checks; interviewing; skills testing; and customer service training, there was a unanimous decision to go forward with a recommendation to negotiate agreements with all responsive agencies. There was an additional recommendation that, after the agreements are in place, the designated contract manager should solicit feedback from the departments that are utilizing the agencies, as well as facilitate performance reviews on the agencies at regular intervals.

The contracts shall commence after the approval of the Mayor and City Commission and shall remain in effect for a period of two (2) years. Providing that the successful Agencies will agree to maintain the same terms and conditions of the contract, the contracts may be extended for an additional two, one-year periods at the City's sole discretion.

The Agencies will be responsible for screening, interviewing, testing and training to include but not be limited to:

1. In-depth interview that includes job preferences, experience, goals, interests, attitudes, motivation and other work-related attributes.
2. Job-related tests to include typing and communication skills.
3. Background checks to include drug testing, criminal checks, and credit history (for positions that may require the handling of City funds).
4. Verification that their employees are not convicted sex offenders.
5. Training employees on the City's Service Excellence program

Pursuant to Section 2-408 of the Miami Beach City Code, all employees, who provide services covered by this RFP, shall be paid a living wage of no less than \$8.56 an hour plus at least \$1.25 an hour towards health benefits for a total value of \$9.81 an hour, or a living wage of no less than \$9.81 an hour without health benefits.

The City reserves the right to perform audit investigations of the Agencies' payroll and related records of employees assigned to the City to ascertain that such employees' records indicate payment received for the specific hours worked for the City pursuant to the Living Wage requirements.

The Procurement Division has performed due diligence in performing reference checks for each firm recommended.

The listing of temporary positions and their associated job descriptions is attached, as are the billing rates of the recommended agencies.

## **CONCLUSION**

The Administration recommends that the Mayor and City Commission approve the attached resolution, which authorizes the Administration to enter into negotiations with ten (10) temporary personnel agencies; and further authorizing the Mayor and City Clerk to execute agreements upon completion of successful negotiations by the Administration.

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## VIII. PERSONNEL SERVICES POSITION DESCRIPTIONS

Item	TEMPORARY PERSONNEL SERVICES
1.	<p><u>Secretary I</u></p> <p>Two years experience in secretarial and clerical work. Experience in meeting public and ability to deal with customers using tact, poise, patience and courtesy. Knowledge and experience in using MS Word, Excel, other MS office application programs. Must have ability to work in a multi-ethnic/multi-cultural environment. Minimum 40 wpm.</p>
2.	<p><u>Secretary II/Administrative Assistant</u></p> <p>Three years advanced experience in secretarial and clerical work including transcription, dictation and executive level experience. Experience in meeting public and ability to deal with customers using tact, poise, patience and courtesy. Knowledge and experience in using MS Word, Excel, other MS office application programs. Must have ability to work in a multi-ethnic/multi-cultural environment. Minimum 40 wpm.</p>
3.	<p><u>Clerk Typist</u></p> <p>Responsible and varied clerical work involving moderately complex work methods and procedures. Requires proficiency in the use of the word processor and/or typewriter. Must type 40 correct words per minute based on dept. needs.</p>
4.	<p><u>Clerk I</u></p> <p>Must possess basic typing and computer experience and good people skills. Dependability and self motivation, work flexible schedule, including weekends and evenings. Must have ability to work in a multi-ethnic/multi-cultural environment.</p>
5.	<p><u>Clerk II</u></p> <p>One year experience in general clerical work, possess computer software experience and good people skills. Dependability and self motivation, work flexible schedule, including weekends and evenings. Must have ability to work in a multi-ethnic/multi-cultural environment.</p>



6.	<u>Clerk III</u> Three year experience in skilled typing and general clerical work, accounting & bookkeeping. Experience in meeting public and ability to deal with customers using tact, poise, patience and courtesy. Knowledge and experience in using MS Word, Excel, other MS office application programs. Must have ability to work in a multi-ethnic/multi-cultural environment. Must type a minimum of 40 wpm.
7.	<u>Bookkeeper / Accounting Clerk II</u> Three years experience in accounting, supplemented by course work in accounting or bookkeeping; or any equivalent combination of experience and training. Must have ability to work in a multi-ethnic/multi-cultural environment.
8.	<u>Customer Service Reps / Complaint Operator</u> Responsible telecommunications work in the Safety communications Unit. Retrieving, evaluation, processing, modifying, and inputting information within various computerized and manual information systems. Type 30 correct wpm, effective communication skills, may include weekends, holidays, shift work. Must have ability to work in a multi-ethnic/multi-cultural environment.
9.	<u>Customer Service Reps / Communications Operator</u> Entry level responsible telecommunications work in the Safety Communications Bureau. Receiving, screening and relaying information for emergency and other calls utilizing a multi-line telephone and a computer aided dispatch system or other means. Effective communication skills, may include weekends, holidays, shift work. Must speak fluent English and one other language, have ability to work in a multi-ethnic/multi-cultural environment.
10.	<u>Personnel Technician I</u> Complex clerical and technical work of a specialist nature. Interpretation of department operations, policies, procedures, dissemination of information, maintains records and reports, computes and compiles data; updates. Types forms, answers correspondence, prepares notices and minutes of meetings. Knowledge of HR preferred.
11.	<u>Carpenter</u> Knowledge and skills in carpentry work at the entry level in the construction and finish work including materials, methods and techniques. Maintenance and repair of city facilities.
12.	<u>Electrician</u> Master Electrician's certification, prior experience with drawings and reading blueprints, design an installation of electrical systems. Skilled work at the entry level as an electrician in the construction, maintenance and repair of city facilities.

13.	<u>Plumber</u> Skilled work at the journeyman level as plumber with certificate of competency as a journeyman in the plumbing trade.
14.	<u>Service Worker</u> Advanced and responsible manual labor duties of a skilled nature.
15.	<u>A/C Mechanic</u> Skilled work at the journeyman level in the installation, maintenance and repair of air conditioning equipment, and related apparatus.
16.	<u>Painter</u> Skilled painting work at the entry level in the construction, maintenance and repair of city facilities.
17.	<u>Buyer</u> Specialized technical, clerical and administrative work in the purchasing of assigned commodities. Reviews purchase requests, assists with procurement problems, and solicits quotations. Enters information for issuance of purchase orders.

**Request for Proposal (RFP) No. 37-04/05**

**TEMPORARY PERSONNEL SERVICES**

Personnel Services Position	Weststaff (USA), Inc.	Tri-State Employment Service, Inc.	AppleOne Employment Services	David Wood Personnel	A1A Employment of Miami	Tandem Staffing Solutions, Inc.	Trans-Hire	Staffix	Union Temporary Services, Inc.	Creative Staffing
<b>Bill Rate Fees</b>										
Secretary I	\$17.16	\$12.23	\$12.46	\$14.50	\$12.31	\$15.40	\$13.97	\$14.50	N/A	\$15.40
Secretary II	\$18.25	\$13.72	\$12.70	\$14.86	\$12.31	\$18.55	\$15.40	\$15.25	N/A	\$19.50
Clerk Typist	\$15.33	\$12.23	\$12.46	\$14.35	\$12.31	\$17.26	\$13.73	\$13.25	N/A	\$14.00
Clerk I	\$14.32	\$12.23	\$12.46	\$14.22	\$12.31	\$15.40	\$13.73	\$13.00	N/A	\$13.86
Clerk II	\$15.33	\$13.09	\$12.46	\$14.35	\$12.31	\$17.26	\$13.73	\$13.35	N/A	\$14.70
Clerk III	\$17.52	\$13.72	\$12.70	\$14.50	\$12.31	\$21.56	\$13.97	\$13.75	N/A	\$16.80
Bookkeeper/ Accounting Clerk II	\$18.25	\$13.72	\$13.97	\$15.95	\$12.31	\$18.55	\$17.50	\$15.75	N/A	\$18.90
Customer Service Reps/ Complaint Operator	\$14.60	\$13.72	\$12.46	\$14.22	\$12.31	\$17.85	\$13.97	\$13.25	N/A	\$14.70
Customer Service Reps/ Communications Operator	\$17.16	N/A	\$12.46	\$14.50	\$12.31	\$15.40	\$13.97	\$13.25	N/A	\$15.40
Personal Technician I	\$18.25	\$14.96	\$13.02	\$14.50	\$12.31	\$22.05	\$18.20	\$15.25	N/A	\$16.80
Carpenter	N/A	N/A	\$19.80	N/A	\$16.40	\$26.22	N/A	\$21.00	\$37.80	N/A
Electrician	N/A	N/A	\$18.71	N/A	\$18.20	\$28.64	N/A	\$29.75	\$48.15	N/A
Plumber	N/A	N/A	\$19.76	N/A	\$18.92	\$28.64	N/A	\$25.50	\$44.35	N/A
Service Worker	N/A	\$12.23	\$15.95	N/A	\$13.20	\$15.30	N/A	\$13.25	\$26.25	\$15.75
A/C Mechanic	N/A	N/A	\$18.72	N/A	\$18.92	\$24.57	N/A	\$25.50	\$49.00	N/A
Painter	N/A	\$16.21	\$20.41	N/A	\$19.01	\$15.30	N/A	\$14.50	\$32.25	N/A
Buyer	\$26.28	\$18.70	\$15.86	\$15.94	\$14.62	\$18.37	\$18.20	\$16.50	N/A	\$21.00
Mason	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$34.95	N/A
Sprinkler Mechanic	N/A	N/A	N/A	N/A	N/A	N/A	N/A	43.25	N/A	N/A

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 37-04/05 FOR TEMPORARY PERSONNEL SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH TEN (10) TEMPORARY PERSONNEL AGENCIES; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

**WHEREAS**, on July 27, 2005, the Mayor and City Commission authorized the issuance of an RFP for Temporary Personnel Services; and

**WHEREAS**, temporary personnel are needed to cover for regular City employees who are on vacation or leave of absence, to temporarily fill vacancies until they are permanently filled, and to work on special projects; and

**WHEREAS**, on August 3, 2005, RFP No. 37-04/05 was issued and notices sent to over 25 agencies; and

**WHEREAS**, the RFP resulted in the receipt of eleven proposals from: A1A Employment of Miami; AppleOne Employment Services; Creative Staffing; David Wood Personnel; Pacesetter Personnel Service; Staffix; Tandem Staffing Solutions, Inc.; TransHire; Tri-State Employment Service, Inc.; Union Temporary Services; and Westaff; and

**WHEREAS**, Pacesetter Personnel Service's proposal was deemed non-responsive due to not satisfying some of the minimum requirements; and

**WHEREAS**, on November 4, 2005, the City Manager via Letter to Commission No. 224-2005 appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

Margarita Cepeda – Executive Director, UNIDAD  
Steven Davis – CMB Resident, Leadership Academy Alumni  
George Fisher - Fleet Management Analyst  
Vashanna McIntosh-Moore – Parking Operations Manager  
Rhonda McPherson – Assistant Director, Property Management Division  
John Toledo – Assistant Director, Property Management Division  
Richard Wolfe – CMB Resident, Leadership Academy Alumni; and

**WHEREAS**, Margarita Cepeda and John Toledo had scheduling conflicts upon receipt of the meeting date, resulting in Raymond Adrian, Director of Operations of UNIDAD attended for Margarita, and Regina Lane, CMB Property Management, being

selected as an alternate for John Toledo; and

**WHEREAS**, the Committee convened on November 29, 2005, to discuss and evaluate the proposals, based on the following criteria outlined in the RFP:

Experience and qualifications of the Agency	30 points
Screening, interviewing, testing and training program	20 points
Proven performance of providing qualified and productive employees	30 points
Billing rates	20 points; and

**WHEREAS**, due to the diversity of temporary positions and their associated job descriptions in the proposal, and the fact that agencies were not required to submit pricing for all positions/job descriptions, the Committee found they were unable fairly to rank the agencies; and

**WHEREAS**, the ten responsive agencies submitted proposals that satisfied the requirements of the RFP, to include, but not limited to: compliance with the Living Wage Ordinance; the City's option to interview multiple candidates for any position; working with the Miami Beach One Stop Career Center; drug screening; background checks; criminal checks; interviewing; skills testing; and customer service training; and

**WHEREAS**, the Committee reached a unanimous decision to go forward with a recommendation to negotiate agreements with all responsive agencies; and

**WHEREAS**, the Committee made additional recommendation that, after the agreements are in place, the designated contract manager should solicit feedback from the departments that are utilizing the agencies, as well as facilitate performance reviews on the agencies at regular intervals; and

**WHEREAS**, the City Manager concurs with the Committee's recommendation.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the City Manager pursuant to Request for Proposals (RFP) No. 37-04/05 for Temporary Personnel Services; authorizing the Administration to enter into negotiations with ten (10) temporary personnel agencies, and further authorizing the Mayor and City Clerk to execute agreements upon completion of successful negotiations by the Administration.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

CITY CLERK

MAYOR

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City Attorney

Date

**Condensed Title:**

A Resolution authorizing the execution of a Professional Service Agreement with The Corradino Group, in the amount of \$265,000, for a Coastal Communities Transportation Master Plan (CCTMP), and authorizing the City to set aside \$10,000 fund balance as contingency.

**Key Intended Outcome Supported:**

Maintain or improve traffic flow.

**Issue:**

Shall the City enter into an Agreement with The Corradino Group for the CCTMP?

**Item Summary/Recommendation:**

Miami Beach, in a joint effort with its neighboring coastal communities in northeastern Miami-Dade County (Aventura, Sunny Isles Beach, Bal Harbour Village, Bay Harbor Islands, Surfside, and North Bay Village) prepared a scope of services to develop a sub-regional study, to be known as the Coastal Community Transportation Master Plan (CCTMP). The CCTMP will assess the current traffic and transportation issues and recommend short, mid, and long term multi-modal solutions to the transportation issues on the barrier islands. Miami Beach has assumed the leading role in the CCTMP effort, with active participation by the involved communities.

The study was funded with a Metropolitan Planning Organization (MPO) grant in the amount of \$111,546 and \$163,454 in City Concurrency Mitigation funds. Resolution No. 2005-25946 appropriated the grant funds plus the local funds for a total of \$275,000 for the CCTMP study.

The City issued an RFQ for the CCTMP and five responses from five (5) consulting firms were received. The City evaluated, recommended and ranked the top three choices (The Corradino Group, HDR Engineering, and Post Buckley Schuh & Jernigan). The Commission authorized negotiations with the top-ranked consultant(s). On December 8, 2005, the City entered into negotiations with the Corradino Group., the terms of agreement for the CCTMP study were defined and a negotiated study price of \$265,000 was deemed acceptable by both The Corradino Group and the Administration. A \$10,000 balance in appropriated/advanced CCTMP funds will be set aside by the City as contingency.

The Administration recommends the execution of a Professional Service Agreement with The Corradino Group, in the amount of \$265,000 for the preparation of this study.

**Advisory Board Recommendation:**

N/A

**Financial Information:**


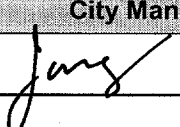
Source of Funds:		Amount	Account	Approved
	1	\$111,546 MPO	199.8000.337401 Revenue	
	2	\$153,454 CM	199.6321.000312 Expend.	
	3	\$ 10,000 CM	Contingency kept by City	
	4			
OBPI	Total	\$275,000		

**Financial Impact Summary:** The participating municipalities have agreed to reimburse the City, on a pro-rata share based on population, for a portion of the advanced Concurrency Mitigation funds.

**City Clerk's Office Legislative Tracking:**

Robert Halfhill

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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MIAMIBEACH

AGENDA ITEM

DATE

C76

1-11-06

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006



SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP, IN THE AMOUNT OF \$265,000, FOR THE PREPARATION OF A COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN (CCTMP), UTILIZING \$111,546 IN METROPOLITAN PLANNING ORGANIZATION GRANT FUNDS, AND \$163,454 IN LOCAL FUNDS, AS PREVIOUSLY APPROPRIATED FOR THE PURPOSE BY RESOLUTION NO. 2005-25923, DATED JUNE 8, 2005; AND PURSUANT TO RESOLUTION NO. 2005-26025, DATED OCTOBER 19, 2005, WHICH AUTHORIZED CONTRACT NEGOTIATIONS; AND FURTHER AUTHORIZING THE CITY TO SET ASIDE THE \$10,000 FUND BALANCE AS CONTINGENCY.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### BACKGROUND

The City of Miami Beach, in a joint effort with its neighboring coastal communities in northeastern Miami-Dade County (City of Aventura, City of Sunny Isles Beach, Town of Bal Harbour Village, Town of Bay Harbor Islands, Town of Surfside, and City of North Bay Village) prepared a scope of services to develop a sub-regional study to be known as the Coastal Community Transportation Master Plan (CCTMP).

The study will assess the current traffic and transportation issues on the barrier islands and project future conditions, and will provide a picture of the origin and destination of traffic affecting the coastal communities. The study will make recommendations focusing on short, mid, and long term multimodal improvements as well as promote the viability of alternative routes for commuters traveling from the northern barrier islands to the Downtown Miami area. Miami Beach has assumed a leading role in the CCTMP effort, with active participation by the involved coastal communities.

The following actions regarding this study have been taken to date:

- Resolution No. 2005-25826, dated February 23, 2005, authorized the submission of a grant application to the Metropolitan Planning Organization (MPO) to help fund the study, which has been estimated to cost \$275,000.
- Resolution No. 2005-25946, dated June 8, 2005, authorized the execution of an Interlocal Agreement with the MPO for \$111,546 in grant funds, matched by \$163,454 in local funds; and appropriated all funds for the purposes of the CCTMP. The partner municipalities agreed to reimburse Miami Beach for a portion of the local funds above-mentioned, on a pro-rata share based on population.

- Resolution No. 2005-25923, dated June 8, 2005, authorized the issuance of a Request for Qualifications (RFQ) No. 27-04/05 for the CCTMP. Pursuant to the RFQ, the City received five (5) responses from local firms. These were evaluated, ranked, and recommended the top three consultants, being (1) The Corradino Group, (2) HDR Engineering, and (3) Post Buckley Schuh & Jernigan.
- Resolution No. 2005-26025, dated October 19, 2005, accepted the ranking recommendations and authorized negotiations with the top-ranked firm(s), as needed.

## **ANALYSIS**

Negotiations between City and the top-ranked firm of The Corradino Group occurred on December 8, 2005. The negotiated items were the public involvement and data collection tasks of the CCTMP Scope of Services, as well as the contract cost that had been previously estimated at \$275,000:

Public Involvement. Sixty-eight (68) meetings are planned as part of the CCTMP effort, as shown in Exhibit "A" Scope of Services of the attached Professional Services Agreement.

Data collection. The basis for the Origin/Destination Survey will be a questionnaire designed to gather key data relative to travel patterns, origins and destinations, and demographics. This questionnaire will be linked to an internet web page that allows respondents to identify interactively geographic locations of their trips. In order to survey other segments of population a random sample of post cards will be mailed or telephone calls will be made to residents in the study area. Questionnaires will be distributed to a sample of study area hotels and businesses and may be handed out at strategic locations on the roadway network. Coordination with South Florida Commuter Services will be made to collect existing trip information and coordinate data bases. The survey effort will be publicly advertised and marketed to increase awareness and participation.

Key Intended Outcome: The short, mid and long-term local and sub-regional projects to be recommended by the CCTMP will definitely help further "maintain and improve traffic flow" citywide.

JG/RM/FB/RTH/FV/ME/aj

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Attachments: Professional Services Agreement with The Corradino Group



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP, IN THE AMOUNT OF \$265,000, FOR THE PREPARATION OF A COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN (CCTMP), UTILIZING \$111,546 IN METROPOLITAN PLANNING ORGANIZATION GRANT FUNDS, AND \$163,454 IN CONCURRENCY MITIGATION FUNDS, AS PREVIOUSLY APPROPRIATED FOR THIS PURPOSE BY RESOLUTION NO. 2005-25923, DATED JUNE 8, 2005, AND PURSUANT TO RESOLUTION NO. 2005-26025, DATED OCTOBER 19, 2005, WHICH AUTHORIZED CONTRACT NEGOTIATIONS; AND FURTHER PROVIDING THAT THE \$10,000 CCTMP FUND BALANCE BE SET ASIDE BY THE CITY AS CONTINGENCY.**

**WHEREAS**, the City of Miami Beach, in a joint effort with its neighboring coastal communities in northeastern Miami-Dade County (City of Ventura, City of Sunny Isles Beach, Town of Bal Harbor Village, Town of Bay Harbor Islands, Town of Surfside, and City of North Bay Village), agreed to prepare a sub-regional study to be known as the Coastal Community Transportation Master Plan (CCTMP or the Study); and

**WHEREAS**, the Study will assess the current traffic and transportation issues on the barrier islands and recommend short, mid, and long term multi-modal solutions to the transportation issues, on a sub-regional basis; and

**WHEREAS**, Miami Beach is to assume the leading role in the Study effort, with active participation by the involved coastal municipalities; and

**WHEREAS**, Resolution No. 2005-25826, dated February 23, 2005, authorized the submission of a grant application to the Metropolitan Planning Organization (MPO) to help fund the Study, which was estimated to cost \$275,000; and

**WHEREAS**, Resolution No. 2005-25946, dated June 8, 2005, authorized the execution of an Interlocal Agreement with the MPO for \$111,540 in grant funds, matched at \$163,454 by local funds; and appropriated all funds for the purpose of the Study; and

**WHEREAS**, the partner municipalities agreed to reimburse Miami Beach for a portion of the local funds (above-mentioned) on a pro-rata share based on population; and

**WHEREAS**, Resolution No. 2005-25923, dated June 8, 2005, authorized the issuance of Request for Qualifications (RFQ) No. 27-04/05 for the Study; the City received five (5) responses from local firms, and evaluated, ranked, and recommended the top three consultants: (1) The Corroding Group, (2) HDR Engineering, and (3) Post Buckley Shush & Jernigan; and

**WHEREAS**, Resolution No. 2005-26025, dated October 19, 2005, accepted the ranking of recommendations and authorized negotiations with the top-ranked firm(s), as needed; and

**WHEREAS**, on December 8, 2005, the City successfully negotiated the terms of an agreement with the top-ranked firm of The Corroding Group, as reflected in the final Scope of Services for the Project, which has been attached as Exhibit "A" to the Professional Services Agreement; and

**WHEREAS**, the negotiated Agreement price is \$265,000, or \$10,000 less than the previously appropriated Study amount.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Professional Services Agreement with The Corradino Group, in the amount of \$265,000, for the preparation of a Coastal Communities Transportation Master Plan (CCTMP), utilizing \$111,546 in Metropolitan Planning Organization grant funds, and \$163,454 in Concurrency Mitigation funds, as previously appropriated for the purpose by Resolution No. 2005-25923, dated June 8, 2005, and pursuant to Resolution No. 2005-26025, dated October 19, 2005, which authorized contract negotiations; and further providing that the \$10,000 CCTMP fund balance be set aside by the City as contingency.

**PASSED AND ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

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M. G. G. G. 1-4-06  
City Attorney Date

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA  
AND  
THE CORRADINO GROUP  
FOR  
THE COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN (CCTMP)**

**THIS AGREEMENT** made and entered into this \_\_\_\_th day of January, 2006, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), a municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **THE CORRADINO GROUP** (hereinafter referred to as Consultant), a limited liability partnership, whose address is 4055 NW 97<sup>th</sup> Avenue, Miami, Florida 33178

**SECTION 1  
DEFINITIONS**

Agreement:	This Agreement between the City and Consultant.
City Manager:	The Chief Administrative Officer of the City.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent Consultant, and not an agent or employee of the City.
Services:	All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2.
Fee:	Amount paid to the Consultant to cover the costs of the Services.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

## **SECTION 2** **SCOPE OF WORK**

The scope of work to be performed by Consultant is set forth in Exhibit "A," entitled "Scope of Services" (Services).

## **SECTION 3** **COMPENSATION**

### **3.1 FIXED FEE**

Consultant shall be compensated for the Services performed herein on a fixed fee basis of Two Hundred and Sixty Five Thousand and 00/100 Dollars (\$265,000), for providing the Services as set forth in Section 2, Exhibit "A" hereto, such fixed fee to be distributed as follows:

Task 1: Public Involvement	\$ 60,000
Task 2: Data Collection and Analysis	\$105,000
Task 3: Needs Assessment	\$ 40,000
Task 4: Development of Potential Projects	\$ 35,000
Task 5: Implementation Plan	\$ 25,000

### **3.2 INVOICING**

Consultant shall submit monthly invoices, which include the purchase order number and a detailed description of the Services provided.

### **3.3 METHOD OF PAYMENT**

Payments shall be made monthly to the Consultant, pursuant to invoices or other submissions by the Consultant which detail or represent the services satisfactorily rendered, within thirty (30) days of the date of invoice, in a manner satisfactory to, and as approved and received by the City. Consultant shall mail all invoices to:

Fernando Vazquez, City Engineer  
Department of Public Works  
City of Miami Beach  
1700 Convention Center Drive, 4<sup>th</sup> Floor  
Miami, Florida 33139

## **SECTION 4**

### **GENERAL PROVISIONS**

#### **4.1 RESPONSIBILITY OF THE CONSULTANT**

With respect to the performance of the Services, the Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, the Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, State of Florida, and Federal Government.

#### **4.2 PUBLIC ENTITY CRIMES**

A State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City's Procurement Division, prior to commencement of the Services herein.

#### **4.3 DURATION AND EXTENT OF AGREEMENT**

The term of this Agreement shall be for a period of nine (9) months from the date this Agreement is executed by all parties hereto. Provided, however, that as to any additional services requested by the City within such nine (9) month period, such services may be completed beyond such nine (9) month period, as mutually agreed to in writing by the parties, prior to their commencement.

#### **4.4 TIME OF COMPLETION**

The Services to be rendered by the Consultant shall be commenced upon receipt of a written Notice to Proceed from the City subsequent to the execution of the Agreement, and Consultant shall adhere to the completion schedule as referenced by Exhibit "A" hereto.

A reasonable extension of time shall be granted in the event the work of the Consultant is delayed or prevented by the City or by any circumstances beyond the reasonable control of the Consultant, including weather conditions or acts of God which render performance of the Consultant's duties impracticable.

#### **4.5 INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its employees, agents,

sub-consultants, or any other person or entity acting under Consultant's control, in connection with the Consultant's performance of the Services pursuant to this Agreement; and to that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's Indemnity Agreement.

The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

#### **4.6            TERMINATION, SUSPENSION AND SANCTIONS**

##### **4.6.1        Termination for Cause**

If the Consultant shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of this Agreement and shall grant Consultant seven (7) days to cure such default. If such default remains uncured after seven (7) days, the City, upon three (3) days' notice to Consultant, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of/or by virtue of this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees. To the extent allowed by law, the defaulting party waives its right to jury trial and its right to bring permissive counter claims against the City in any such action.

##### **4.6.2        Termination for Convenience of City**

**NOTWITHSTANDING SECTION 4.6.1, THE CITY MAY ALSO, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE AT ANY TIME DURING THE TERM HEREOF BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE SEVEN (7) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF THE WRITTEN TERMINATION**

**NOTICE. IN THAT EVENT, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 AND IN EXHIBIT "A", SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SUBSECTION, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED, AS DETERMINED BY THE CITY AT ITS DISCRETION, UP TO THE DATE OF TERMINATION. PROVIDED, HOWEVER, THAT AS A CONDITION PRECEDENT TO SUCH PAYMENT, CONSULTANT SHALL HAVE DELIVERED ANY AND ALL DOCUMENTS, MATERIALS, ETC, TO CITY. AS REQUIRED HEREIN.**

**4.6.3      Termination for Insolvency**

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.6.2.

**4.6.4      Sanctions for Noncompliance with Nondiscrimination Provisions**

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as the City, Miami-Dade County, and / or the State of Florida, as applicable, may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies and/or cancellation, termination or suspension of the Agreement. In the event the City cancels or terminates the Agreement pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.6.2.

**4.7            CHANGES AND ADDITIONS**

Changes and additions to the Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Consultant. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City Commission of the City.

**4.8            OWNERSHIP OF DOCUMENTS**

All documents prepared by the Consultant pursuant to this Agreement are related exclusively to the Services described herein, and are intended or represented for ownership by the City. Any reuse distribution, or dissemination of same by Consultant, other than to the City, shall first be approved in writing by the City.

#### **4.9            INSURANCE REQUIREMENTS**

The Consultant shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager. The Consultant shall maintain and carry in full force during the term of this Agreement the following insurance:

1.     Consultant General Liability in the amount of \$1,000,000.
2.     Consultant Professional Liability in the amount of \$200,000.
3.     Workers Compensation & Employers Liability as required pursuant to Florida statute.
4.     The insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by the City's Risk Manager.
5.     Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager for approval prior to any work commencing. These certificates will be kept on file in the office of the Risk Manager, 3rd Floor, City Hall.
6.     The Consultant is solely responsible for obtaining and submitting all insurance certificates for its sub-consultants.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager. Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement, and the City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

##### **4.9.1 Endorsements**

All of Consultant's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

##### **4.9.2 Certificates**

Unless directed by the City otherwise, the Consultant shall not commence any services pursuant to this Agreement until the City has received and approved, in writing, certificates of insurance showing that the requirements of this Section (in its entirety) have been met and provided for.

#### **4.10           ASSIGNMENT, TRANSFER OR SUBCONTRACTING**

The Consultant shall not subcontract, assign, or transfer any work under this Agreement in whole or in part, without the prior written consent of the City.



#### **4.11      SUB-CONTRACTORS**

The Consultant shall be liable for the Consultant's services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of sub-contractors, and any other person or entity acting under the direction or control of the Consultant. When the term "Consultant" is used in this Agreement, it shall be deemed to include any sub-contractors and any other person or entity acting under the direction or control of Consultant. All sub-contractors must be approved in writing by the City prior to their engagement by Consultant.

#### **4.12      EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, and national origin, place of birth, marital status, physical handicap, or sexual orientation. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, disability, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

#### **4.13      CONFLICT OF INTEREST**

The Consultant agrees to adhere to and be governed by the Metropolitan Miami-Dade County Conflict of Interest Ordinance (No. 72-82), as amended; and by the City of Miami Beach Charter and Code, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

#### **4.14      PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS**

Any patentable result arising out of this Agreement, as well as all information, specifications, processes, data and findings, shall be made available to the City for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Consultant or its employees or sub-contractors, without the prior written consent of the City.

#### **4.15        NOTICES**

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

**TO CONSULTANT:**        The Corradino Group  
                                 Attn: Joseph M. Corradino, AICP  
                                 4055 NW 97<sup>th</sup> Avenue  
                                 Miami, Florida 33178  
                                 (305) 594-0735

**TO CITY:**                    City of Miami Beach  
                                 Attn: Fernando Vazquez, City Engineer  
                                 1700 Convention Center Drive, 4<sup>th</sup> Floor  
                                 Miami Beach, Florida 33139  
                                 (305) 673-7000, Ext. 6399

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

#### **4.16        LITIGATION JURISDICTION/VENUE**

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

#### **4.17            ENTIRETY OF AGREEMENT**

This writing and the Services embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superceded hereby. The Services and the Proposal Documents are hereby incorporated by reference into this Agreement.

#### **4.18            LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$1,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$1,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

**FOR CITY:**

**CITY OF MIAMI BEACH, FLORIDA**

**ATTEST:**

**By:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**FOR CONSULTANT:**

**THE CORRADINO GROUP**

**WITNESS:**

**By:** \_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name / Title

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

Attachment:  
Exhibit "A" - CCTMP Scope of Services

11/11/06 1-6-06  
City Attorney Date

## ***EXHIBIT "A"***

### **THE COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN**

#### ***SCOPE OF SERVICES***

##### **INTRODUCTION/BACKGROUND:**

The City of Miami Beach, in a joint effort with its neighboring coastal communities in northeastern Miami-Dade County (City of Aventura, City of Sunny Isles Beach, Town of Bal Harbour Village, Town of Bay Harbor Islands, Town of Surfside, and City of North Bay Village) is interested in the development of a transportation master plan that assesses the current traffic and transportation issues on the barrier islands. The goal of this plan is to produce short, mid, and long term multi-modal solutions to transportation issues, on a sub-regional basis.

This effort strives to set an example as a targeted sub-regional attempt at transportation planning which is multi-modal in nature. Issues arrived through accepted methodologies will be supported by an extensive public involvement process. The study will portray existing conditions as well as project future conditions, and will provide a picture of the origin and destination of traffic affecting the coastal communities. It will make recommendations which will focus coordinated multimodal improvements, as well as promote the viability of routes for commuters traveling from the northern barrier islands to the Downtown Miami area.

This effort will be coordinated with a Coastal Communities Transit Plan being developed by the Center for Urban Transportation Research (CUTR).

##### **STUDY OBJECTIVES:**

- Study the sub-regional transportation network through data collection, analysis, and public involvement.
- Examine existing studies and plans to assess future conditions.
- Develop a multi-modal list of projects, designed to address identified needs based on the scientific and subjective nature of the project.
- Quantify the cost of these projects, relative to their planning, design and construction.
- Prioritize the list of projects into an Implementable 10 year Coastal Communities Transportation Master Plan.
- Achieve community consensus and approval by each governing body involved.
- Enhance regional mobility, in a coordinated manner.

## **METHODOLOGY:**

This effort strives to set an example as a targeted sub-regional attempt at transportation planning which is multi-modal in nature. Issues arrived through accepted methodologies will be supported through an extensive public involvement process. The study will portray existing conditions and project conditions in the future, and will provide a clear picture of the movement of traffic affecting the coastal communities. Recommendations that will focus coordinated improvements will be made. The study will involve local decision makers in the process.

### **Task 1: Public involvement**

**Time Frame:** Months 1 through 9

**Projected Effort:** \$60,000

Engaging the public and incorporating public input is a multi-level process that takes place consistently throughout the duration of the plan development. The goal shall be community consensus, resulting in approval from each of the governing bodies involved. Consistent involvement and direction will be supplied by a project steering committee. Input will be collected through stakeholders meetings. Potential solutions will be developed and discussed as part of more formal workshops. Approvals will be gained from local governments. Sixty eight meetings are scheduled as part of this project. Additional meetings will be provided on an hourly basis. The following are key aspects to this task.

- Steering Committee
- Stakeholders
- Community Workshops
- Agency Meetings

#### **Steering Committee (5 Meetings)**

It is anticipated that this body consisting of managers from each participating municipality, the MPO, FDOT, MDT and MDCPW will meet on a bimonthly basis to review study activity and approve future direction. Five meetings will be held.

#### **Stakeholders (50 Meetings)**

This group of meetings is designed to solicit initial input, introduce the study and be the first step in solid consensus building and communication. Thirty five meetings will be scheduled for participants from each of the governments. This can include council members, mayors, county commissioners, or other local decision makers. Other meetings will be held with individuals or groups as necessary during the process. These 15 meetings can include private citizens, community activists, homeowners groups or any other interested parties. In total 50 meetings will be held.

#### Community Workshops (3 Meetings)

Three workshops will be held at three different locations in the Study Area (north, middle, and south). These will be designed to present initial findings and refine alternatives, and will be scheduled after as the potential project list is being developed.

#### Approvals and Agency Presentations (10 meetings)

One meeting will be held with each municipal government to gain formal approval or denial of the study, (7 meetings). In addition three meetings will be held with the MPO and its various committees.

### **Task 2: Data Collection and Analysis**

**Time Frame:** Months 1 through 5

**Projected Effort:** \$105,000

#### Data Review

Prior to new data collection, previous reports will be reviewed and incorporated into the data collection and analysis process. Previous work will be used as a guide to the assignment of data collection efforts. Other reports and surveys at the county and regional level will be used to verify presumptions and findings, and to ensure that gaps are addressed. Further, planning work will be coordinated with currently ongoing studies and projects that will have direct and indirect impacts on the relevance and effectiveness of the Master Plans recommendations.

#### Origin/Destination Survey

Origin-destination surveys are used worldwide to understand the ever-changing transportation needs of large communities. Information about where people go, as well as why, when and how they choose to get there is an important resource for transportation planners. The dramatic growth and development of the region over the last 15 years requires planners to seek a detailed picture of today's trip patterns and travel choices, which means communicating directly with a broad sampling of residents and visitors. The information collected will be used to plan the multimodal transportation of the future.

This methodology will be formalized and approved in concert with the project Steering Committee. It shall consist of a balanced combination of several methods, which will achieve a statistically valid random sampling of users of the roadway network. The basis for this survey will be a brief survey sheet designed to gather key data, relative to travel patterns, origins and destinations, and demographics. This survey will be linked to an internet web page where participants can go to fill it out. In addition a random sample of post cards or telephone calls will be made to residents in the study area. Surveys will be distributed to a sample of study area hotels and businesses. Surveys may be handed out at strategic locations on the roadway network. Coordination with

South Florida Commuter Services will be made to collect existing trip information and coordinate data bases.

The survey period shall consist of a three week period in the winter and spring of 2006. Data will be examined for every survey to determine if each is to update the origin, destination addresses, intersections, and landmarks that were provided by respondents so that they will more easily be geocoded.

Following the editing process, valid surveys will be entered into a database, which will be displayed on an ArcView program. A detailed report will be developed to explain the findings.

There may be a need to publicly advertise or market the survey effort.

### **Task 3: Needs Assessment**

**Time Frame:** Month 6

**Projected Effort:** \$40,000

The MPO Long Range Transportation Plan Model for 2015 and 2030 will be examined for the study area to assess various levels of need, for various modes both in and adjacent to the coastal communities. Identified needs will be organized into four categories. From this assessment a list of potential projects will be developed:

- Alternative Mode
- Capacity
- Sustainable Community
- Corridor Enhancement
- Promoting Alternate Routes to Downtown Miami

### **Task 4: Development of Potential Projects**

**Time Frame:** Months 6 through 8

**Projected Effort:** \$35,000

Through the interaction with the public in the stakeholders meetings, the examination of data from the Data Collection Task and the examination of the LRTP model, a list of multimodal projects will be developed to address the needs of the system. Each project will be conceptually developed. These projects will be in the coastal communities study area or on the mainland. This will entail the development of a project sheet for each project that provides:

- Purpose
- Need
- Location
- Cost
- Planning
  - Design
  - Construction



Two new model runs will be prepared in order to examine the results and impacts of the recommended projects. The runs will include all of the projects recommended by 2015 and all of the projects recommended by 2030. The performance of each alternative described above will be documented.

**Task 5: Implementation Plan**

**Time Frame:** Months 8 and 9

**Projected Effort:** \$25,000

The data and analysis is an effort to provide a snapshot of future transportation issues and trends which will impact the study area. The Implementation Plan will establish a vision for transportation and make recommendations for meeting the identified needs. This will be summarized in a highly graphic executive summary which will be used as a mechanism to explain and market the project to the public, the elected officials and other decision makers.

**END PRODUCTS:**

- Public Involvement Plan (PIP)
- Technical Memorandum documenting all public involvement efforts to implement the PIP
- Assessment of Existing and Future Conditions Technical Memorandum
- Project Bank
- Implementation Plan
- Executive Summary

**WORK SCHEDULE:**

The technical aspects of this project shall take no longer than nine (9) months from written notice to proceed, for a lump sum of \$265,000.

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**Condensed Title:**

A Resolution authorizing a grant of a non-exclusive easement to Florida Power & Light (FP&L) at Maurice Gibb Memorial Park (Formerly Island View Park) on Sunset Harbour Drive for energizing the stormwater pumping facility.

**Key Intended Outcome Supported:**

Ensure well maintained infrastructure

**Issue:**

Shall the City grant a non-exclusive easement to Florida Power & Light (FP&L) at Maurice Gibb Memorial Park?

**Item Summary/Recommendation:**

In 1996, the Sunset Harbour Streetscape Project was constructed, which included a complete modification of the stormwater drainage system in the area bounded by 20th Street, Purdy Avenue, Dade Blvd. and Alton Road. Subsequent to the construction of the Project and partly due to the water quality level of service restrictions imposed by DERM, the stormwater drainage improvements which were constructed did not resolve the stormwater drainage problems which existed in the Sunset Harbour neighborhood.

Following continued citizen complaints, the City tasked CH2M Hill, the City's drainage consultant, to design improvements/modifications to the existing drainage system on Sunset Harbour Drive and 20th Street, to alleviate the flooding situation. The proposed improvements designed by CH2M Hill included pump stations at the three existing drainage well locations on Sunset Harbor.

In 2002, the first phase of these improvements, consisting of retrofitting the existing drainage wells with pump station facilities were constructed. Structures for the proposed pumps were installed at the three locations but pumps were installed at only one location where flooding was most severe.

Public Works assessed the need to retrofit the remaining deep gravity wells stations with pumps, thus increasing the discharge capacity of the system. Public Works is proceeding with the installation of the two pumps. To supply underground electrical power to one of these pump stations located at the Maurice Gibb Memorial Park, Florida Power and Light (FP&L) requested an easement to install a transformer on a pad with underground feeders within the park property.

The Administration request approval of the Resolution.

**Advisory Board Recommendation:**

N/A


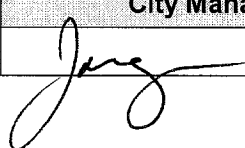
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Source of Funds:	Amount	Account	Approved
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<input type="checkbox"/>	2		
<input type="checkbox"/>	3		
<input type="checkbox"/>	4		
OBPI	Total		
<b>Financial Impact Summary:</b>			

**City Clerk's Office Legislative Tracking:**

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**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		





## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND CITY COMMISSION TO GRANT THE ATTACHED NON-EXCLUSIVE EASEMENT TO FLORIDA POWER & LIGHT COMPANY (FP&L) FOR THE PROVISION OF UNDERGROUND CONDUITS, WIRING AND A TRANSFORMER PAD AT THE MAURICE GIBB MEMORIAL PARK (FORMERLY ISLAND VIEW PARK) LOCATED AT SUNSET HARBOUR DRIVE AND EIGHTEENTH STREET; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND RECORD THE EASEMENT FOR THE REQUIRED UNDERGROUND FACILITIES AND TRANSFORMER PAD.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

In 1996, the Sunset Harbour Streetscape Project was constructed, which included a complete modification of the stormwater drainage system in the area bounded by 20th Street, Purdy Avenue (Sunset Harbour Drive), Dade Blvd. and Alton Road. Subsequent to the construction of the Project and partly due to the water quality level of service restrictions imposed by Department of Environmental Resources Management, the stormwater drainage improvements which were constructed did not resolve the stormwater drainage problems in that neighborhood.

In response to citizen complaints, the City issued Task Order No. 26 to the City's drainage consultant, CH2M Hill, under an existing contract for a citywide Stormwater Management Program, to design and permit improvements/modifications to the existing drainage system on Sunset Harbour Drive and 20th Street in order to alleviate the flooding situation. The design included the modification of three existing drainage well structures by installing appropriate pollution reduction boxes and pump housing structures at the following locations:

- In Maurice Gibb Memorial Park (Formerly Island View Park) at the intersection of Dade Boulevard and Purdy Avenue (Sunset Harbour Drive)
- At the entrance to the Marina located at the intersection of Purdy Avenue and 18th Street
- In the median strip at the intersection of 20th Street and West Avenue

Pumps were installed only at the entrance to the Marina located at the intersection of Purdy Avenue (Sunset Harbour Drive) and 18th Street, the location which experienced the flooding problem.

On September 25, 2002, the City Commission adopted Resolution No. 2002-24986 appropriating funds and awarding the contract for the construction of the above described first phase of drainage improvements.

The construction was completed with a pump station located at the marina at Purdy Avenue and 18th Street and with provisions to install pumps at the other two locations at some point in the future.

The need for additional drainage improvements has been identified and Public Works is proceeding with the installation of pumps at the two remaining deep drainage gravity well locations. The work is scheduled to be completed by March 2006.

In order to supply underground electrical power to one of these pump stations located at the Maurice Gibb Memorial Park, Florida Power and Light (FP&L) has to install a transformer on a pad with underground feeders within the park property. To energize the system, FP&L is requesting the City to grant an easement for the pad mounted transformer, clearances and the underground transmission ducts.

### **CONCLUSION**

The Administration recommends the granting of the non-exclusive easement by the Mayor and City Commission to Florida Power & Light for the underground utilities and the transformer pad, and the execution and recording of said easement by the City Clerk to allow energizing of the Stormwater pumping system at Maurice Gibb Memorial Park.

Attachment

JMG/RM/FHB/MA

T:\AGENDA\2006\jan1106\consent\Island View Park FPL Easement Memo.doc

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ,APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED NON-EXCLUSIVE EASEMENT TO FLORIDA POWER & LIGHT COMPANY (FP&L) FOR THE PROVISION OF UNDERGROUND CONDUITS, WIRING AND A TRANSFORMER PAD AT MAURICE GIBB MEMORIAL PARK (FORMERLY ISLAND VIEW PARK), LOCATED AT SUNSET HARBOR DRIVE AND 18TH STREET.**

**WHEREAS**, the City owns Maurice Gibb Memorial Park (formerly Island View Park) (Property), located at Sunset Harbor Drive (Purdy Avenue) and 18th Street; and

**WHEREAS**, in 1996, when the Sunset Harbour Streetscape Project was constructed, it included a complete modification of the stormwater drainage system for the area bounded by 20th Street, Purdy Avenue, Dade Boulevard and Alton Road, and included installation of drainage wells, including one in Maurice Gibb Memorial Park.; and

**WHEREAS**, subsequent to the construction of the Project, and partly due to water quality level of service restrictions imposed by DERM, the stormwater drainage improvements which were constructed did not resolve the stormwater drainage problems within the Sunset Harbour neighborhood; and

**WHEREAS**, to alleviate the continued drainage problems in this area, the City tasked CH2M Hill, the City's drainage consultant, to design and permit improvements to the existing drainage system on Sunset Harbour Drive and 20th Street; and

**WHEREAS**, CH2MHill designed proposed improvements encompassing pump stations at three locations in the Sunset Harbor area where drainage wells existed and, in 2002, the first phase of these improvements, which included the construction of pump station structures at three locations and pumps installed at only one of them; and

**WHEREAS**, in order to complete the drainage improvements to this neighborhood, pumps must be installed at the remaining two locations; and

**WHEREAS**, to install the pumps at the Maurice Gibb Memorial Park pumping facility, Florida Power and Light (FP&L) has to install a transformer on a pad with underground feeders at the Property; and

**WHEREAS**, to energize the system, FP&L is requesting that the City grant it an easement, as attached in Exhibit "A" hereto, for the pad mount transformer and the underground transmission ducts and maintenance area.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Clerk herein approve the grant of the attached Non-Exclusive Easement to Florida Power & Light Company (FP&L) for a transformer pad and associated ducts at Maurice Gibb Memorial Park (formerly Island View Park), located at Sunset Harbor Drive and 18<sup>th</sup> Street and further authorizing the Mayor and City Clerk to execute said Easement, as attached and incorporated as Exhibit "A" hereto.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

T:\AGENDA\2006\jan1106\consent\Island View Park FPL Easmt RESO.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

W. H. Williams 1-3-06  
City Attorney Date

Work Order No. \_\_\_\_\_

Non-exclusive **EASEMENT**

This Instrument Prepared by

Sec. 33, Twp 53 S, Rge 42 E

Parcel I.D. # 02 3233012 0390  
(Maintained by County Appraiser)

Name: Raul Aguila, Esq.  
Co. Name: City of Miami Beach  
Address: 1700 Convention Ctr. Dr.  
Miami Beach, FL., 33139

Reserved for Circuit Court

The undersigned, City of Miami Beach, Florida (Grantor), in consideration of the payment of \$10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns (Grantee), a non-exclusive easement forever for the construction, operation and maintenance of ~~overhead and~~ underground electric utility facilities and a transformer pad (including wire, ~~poles, guys,~~ cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement    feet in width described as follows:

See attached Exhibit "A" for Maurice Gibb Memorial Park.

Together with the right to permit any other person, firm or corporation to ~~attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same~~ only for grantee's communication purposes: the right of ingress and egress to said easement at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights herein above granted on the land heretofore described. This easement area will revert to the grantor and all rights discontinued when its use is not required for the intended property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_\_\_

CITY OF MIAMI BEACH/GRANTOR

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_

Mayor's ~~(President's)~~ signature)

Print Name: DAVID DERMER

\_\_\_\_\_  
(Witness Signature)

Print Address: 1700 Convention Ctr. Dr  
Miami Beach, FL., 33139

Print Name \_\_\_\_\_  
(Witness)

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

Attest: \_\_\_\_\_  
City Clerk's (Secretary's signature)  
Print Name: Robert Parcher

\_\_\_\_\_  
(Witness Signature)

Print Address: 1700 Convention Ctr. Dr  
Miami Beach, FL., 33139

Print Name \_\_\_\_\_  
(Witness)

*[Signature]*  
City Attorney

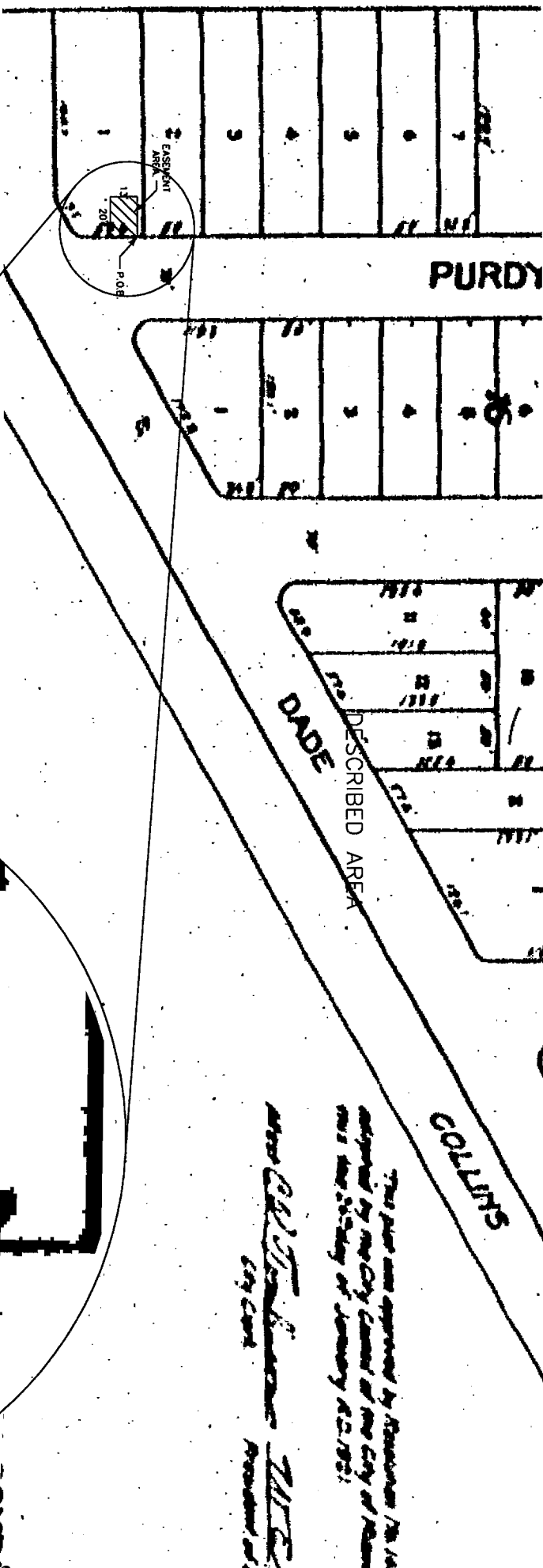
*[Signature]*  
1-3-06  
Date

(Corporate Seal)

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, and \_\_\_\_\_, respectively the Mayor and City Clerk of the City of Miami Beach, a Florida corporation/municipality, on behalf of said municipality corporation, who are personally known to me or have produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
My Commission Expires: \_\_\_\_\_

Notary Public, Signature  
Print Name \_\_\_\_\_

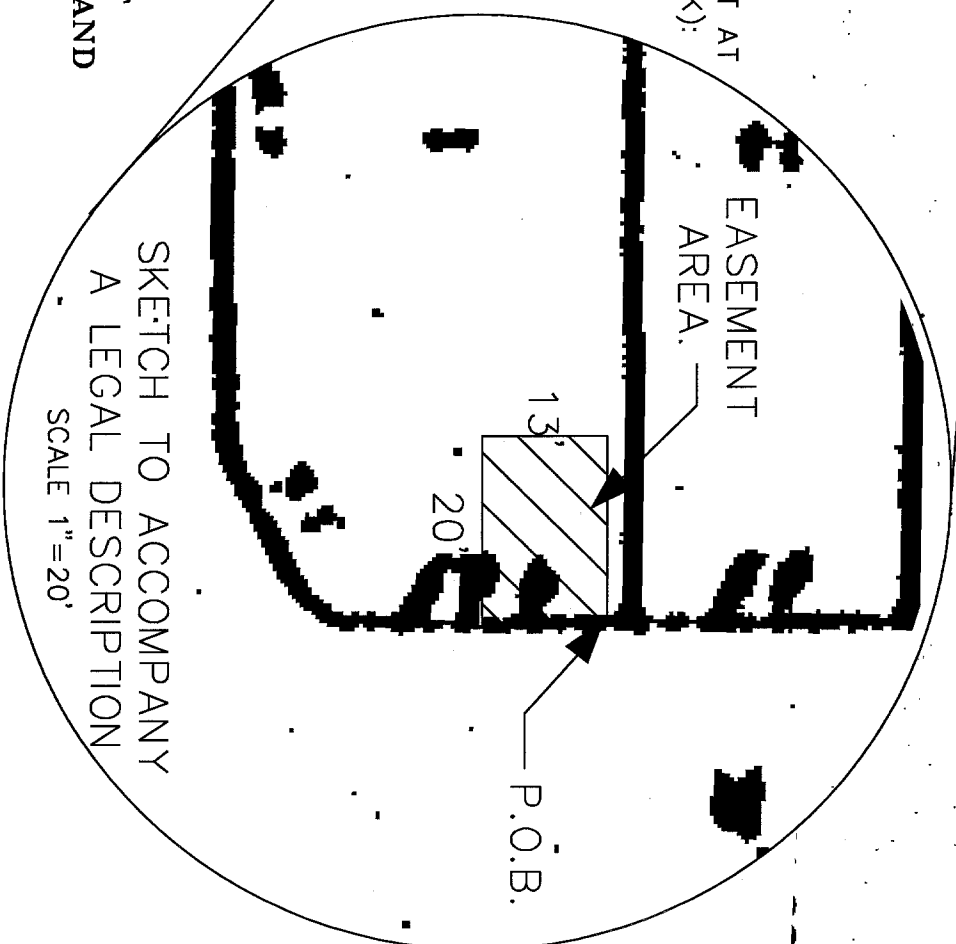




Commence at the northeast corner of Lot 1, Block 15, ISLAND VIEW SUBDIVISION, according to the Plat thereof, recorded in Plat Book 6, at Page 115, Public Records of Miami-Dade County, Florida, thence run southerly, along the east line of said Lot 1 for a distance of 2.17 feet to the POINT OF BEGINNING; thence continue southerly, along the east line of said Lot 1 for a distance of 13.00 feet; thence westerly, parallel to the north line of said Lot 1 for a distance of 20.00 feet; thence northerly, parallel to the east line of said Lot 1 for a distance of 13.00 feet; thence easterly, parallel to the north line of said Lot 1 for a distance of 20.00 feet to the POINT OF BEGINNING.

## EXHIBIT "A"

FOR FLORIDA POWER AND LIGHT EASEMENT AT MAURICE GIBB MEMORIAL PARK (FORMERLY ISLAND VIEW PARK) - CITY OF MIAMI BEACH



**Condensed Title:**

A Resolution authorizing the execution of a Maintenance Memorandum of Agreement with the Florida Department of Transportation for the maintenance of pedestrian crosswalks on 5<sup>th</sup> Street from West Avenue to Collins Avenue.

**Key Intended Outcome Supported:**

Maintain a vital public area and right of way

**Issue:**

Shall the City approve the Maintenance Memorandum of Agreement with FDOT?

**Item Summary/Recommendation:**

The Florida Department of Transportation (FDOT) is preparing a resurfacing project on A1A / 5<sup>th</sup> Street, from West Avenue to Collins Avenue, scheduled for construction in 2007-08. The City of Miami Beach requested that FDOT install decorative asphaltic surfaces in the pedestrian crosswalks at all the intersections involved in this project, similar to those installed on Alton Road.

FDOT has agreed to fund and install the requested pedestrian crosswalks as part of Financial Project No. 414636-1-52-01 if the City assumes maintenance responsibilities. Maintenance of these crosswalks is minimal and consists of component replacement. The life of this crosswalk is the same as the surrounding surfaces. The City's maintenance responsibilities are stated in the Maintenance Memorandum of Agreement (MMA) between the City and FDOT.

The Administration recommends approval.

**Advisory Board Recommendation:**

N/A

**Financial Information:**



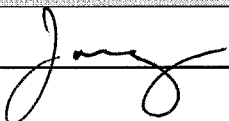
Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 100px; height: 50px; margin-bottom: 5px;"></div> OBPI	1			
	2			
	3			
	4			
	Total			

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Robert Halfhill

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		





# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); ACKNOWLEDGING THE CITY'S MAINTENANCE RESPONSIBILITY FOR THE DECORATIVE ASPHALTIC SURFACES IN THE PEDESTRIAN CROSSWALKS ON FIFTH STREET, FROM WEST AVENUE TO COLLINS AVENUE, WHICH WILL BE FUNDED AND CONSTRUCTED BY FDOT, AT THE CITY'S REQUEST, AS PART OF FDOT'S RESURFACING PROJECT NUMBER 414636-1-52-01.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

As part of the 5<sup>th</sup> Street milling and resurfacing project, the City of Miami Beach requested that Florida Department of Transportation (FDOT) install decorative asphaltic surfaces in the pedestrian crosswalks on 5<sup>th</sup> Street, from West Avenue to Collins Avenue, similar to those installed on Alton Road. FDOT is preparing 90% design plans for the resurfacing project and has agreed to include the decorative pedestrian crosswalks if the City of Miami Beach assumes responsibility for maintenance after initial installation. Maintenance of these crosswalks is minimal and consists of component replacement. The life of this crosswalk is the same as the surrounding surfaces. The City's maintenance responsibilities are stated in the attached Maintenance Memorandum of Agreement (MMA) between the City and FDOT.

The project supports several of the City's Key Intended Outcomes and will enhance the general aesthetics of the City main east-west connector in South Beach. During construction and final inspection the City will verify that the patterned/textured pavement meets FDOT specifications. The project is scheduled for construction in 2007-08.

JG/RM/FB/FV/RH/ME/AJ

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); ACKNOWLEDGING THE CITY'S RESPONSIBILITY FOR THE MAINTENANCE OF THE DECORATIVE ASPHALTIC SURFACE IN THE PEDESTRIAN CROSSWALKS ON FIFTH STREET, FROM WEST AVENUE TO COLLINS AVENUE, WHICH WILL BE FUNDED AND CONSTRUCTED BY FDOT, AT THE CITY'S REQUEST, AS PART OF FDOT'S RESURFACING PROJECT NUMBER 414636-1-52-01.

**WHEREAS**, the Florida Department of Transportation (FDOT) is preparing final design plans for a resurfacing project on A1A/5<sup>th</sup> Street, from West Avenue to Collins Avenue, known as Financial Project Number 414636-1-52-01 (the Project); and

**WHEREAS**, the City has requested that, as part of the Project, FDOT install, pedestrian crosswalks at the involved intersections, utilizing a decorative asphaltic surfacing system that has been specifically designed for high traffic areas; and

**WHEREAS**, FDOT agrees to fund and construct this added element to their resurfacing project, as long as the City acknowledges responsibility over the maintenance of the decorative crosswalks, via the execution of a Maintenance Memorandum of Agreement with FDOT.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby authorize the Mayor and City Clerk to execute a Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) acknowledging the City's maintenance responsibility for the decorative asphaltic surfaces in the pedestrian crosswalks on Fifth Street, from West Avenue to Collins Avenue, which will be funded and constructed by FDOT, at the City's request, as part of FDOT's resurfacing Project Number 414636-1-52-01.

**PASSED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

T:\AGENDA\2006\jan1106\consent\MMOA for 5th Street-Reso.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

\_\_\_\_\_  
City Attorney

1-6-06  
Date

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DECORATIVE ASPHALTIC SURFACE ON PEDESTRIAN CROSSINGS  
MAINTENANCE MEMORANDUM OF AGREEMENT  
WITH  
CITY OF MIAMI BEACH**

This **AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **CITY OF MIAMI BEACH**, a municipal corporation of and existing under the Laws of the State of Florida, hereinafter called the **CITY**.

**RECITALS:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over **State Road (SR) A1A (5<sup>th</sup> Street)**, within the limits of the **CITY**, as part of the State of Florida Highway System; and

**WHEREAS**, the **DEPARTMENT** is constructing a milling and resurfacing project on **SR A1A** in accordance with **DEPARTMENT** Contract #C-8835, the limits of which, hereinafter **PROJECT LIMITS**, are described in the attached Exhibit 'A', which by reference hereto shall become a part hereof; and

**WHEREAS**, the **DEPARTMENT** and the **CITY** are both committed to improving the aesthetics within the **PROJECT LIMITS**; and

**WHEREAS**, the **CITY** has requested the **DEPARTMENT** to install a decorative asphaltic surfacing system designed specifically for high traffic areas, at all pedestrian crossings within the **PROJECT LIMITS**, and the **DEPARTMENT** is willing to do so subject to the terms and conditions contained herein; and

**WHEREAS**, the **CITY**, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, attached hereto as Exhibit 'B', which by reference hereto shall become a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

**NOW, THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. DEPARTMENT RESPONSIBILITIES

1.1. Assignment

The **DEPARTMENT** and the **CITY** agree that, by executing this **AGREEMENT**, all maintenance responsibilities pertaining to the decorative asphaltic surface on the pedestrian crossings within the **PROJECT LIMITS** will be assigned to the **CITY** in perpetuity.

2. CITY'S MAINTENANCE RESPONSIBILITIES

The **CITY** shall be solely responsible for the maintenance and preservation of the decorative asphaltic surface on all pedestrian crossings within the **PROJECT LIMITS**.

2.1 LITTER REMOVAL

2.1.1. Promptly and regularly remove all litter from the decorative asphaltic surface pedestrian crossings.

2.2. DECORATIVE ASPHALTIC SURFACE

2.2.1. Maintain and make repairs to the decorative asphaltic surface to prevent safety hazards for those using or intending to use the pedestrian crossings.

2.2.2. Sweep the decorative asphaltic surface pedestrian crossings periodically to keep them free of debris and to maintain an aesthetically pleasing condition.

2.2.3 Paint the decorative asphaltic surface pedestrian crossings upon the noticeable color scarring, fading and/or surface deterioration of the decorative asphaltic surface as needed. The recommended interval for repainting the decorative asphaltic surface is every three to five years.

3. AMENDMENTS

This **AGREEMENT** may be amended in writing if mutually agreed to by both parties.

4. **MAINTENANCE DEFICIENCIES**

If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT'S DISTRICT MAINTENANCE ENGINEER** that the **CITY'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, said **DISTRICT MAINTENANCE ENGINEER** may, at his option, issue a written notice, in care of the **CITY MANAGER**, to place the **CITY** on notice regarding its maintenance deficiencies. Thereafter, the **CITY** shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- 4.1. Maintain the pedestrian crossing areas declared deficient with **DEPARTMENT** and / or independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **CITY**.

5. **NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To the DEPARTMENT:** Florida Department of Transportation  
1000 Northwest 111 Avenue, Room 6214  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

**To the CITY:** City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33159  
Attention: City Manager

6. **PEDESTRIAN CROSSING MODIFICATION**

- 6.1. It is understood between the parties hereto that the decorative asphaltic surface in pedestrian crossings covered by this **AGREEMENT** may be removed at any time in the future, as found necessary by the **DEPARTMENT**, in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future

criteria or planning of the **DEPARTMENT**. All costs associated with such activities will be solely at the expense of the **DEPARTMENT**.

7. **TERMINATION**

This **AGREEMENT** is subject to termination under any one of the following conditions:

7.1. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

7.2. Only if mutually agreed to by both parties with a six (6) month written notice.

8. **INDEMNIFICATION**

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. For the purpose of liability, both parties are covered by the provisions of section 768.28, Florida Statutes, as may be amended from time to time, and this **AGREEMENT** shall not be deemed or construed as an indemnity or a waiver of sovereign immunity by either party.

9. **TERMS**

9.1. The terms of this **AGREEMENT** shall only commence upon execution by all parties and after the **CITY** receives the Notice To Proceed letter from the **DEPARTMENT**. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 7.

9.2. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are not other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.



9.3. This **AGREEMENT** is nontransferable and nonassignable in whole or in part without the prior written consent of the **DEPARTMENT**.

9.4. This **AGREEMENT**, regardless of where executed, shall be governed by and constructed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF MIAMI BEACH:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
District Secretary

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
Executive Secretary

LEGAL REVIEW:

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

BY: \_\_\_\_\_  
District General Counsel

11/11/06 1-6-06  
City Attorney Date

## **EXHIBIT 'A'**

### **PROJECT LIMITS**

Below are the limits of the decorative asphaltic surface pedestrian crossings to be maintained under this **AGREEMENT**.

State Road Number: A1A (5<sup>th</sup> Street)  
Agreement Limits: From West Avenue to Collins Avenue  
County: Miami-Dade

## ***EXHIBIT 'B'***

### **CITY RESOLUTION**

To be herein incorporated once ratified by the City of Miami Beach Board of City Commissioners.

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**Condensed Title:**

A Resolution authorizing appropriation of an additional \$101,594 in Concurrency Mitigation funds to complete the \$194,732 funding packet needed to implement Traffic Signal Improvements on Alton Road.

**Key Intended Outcome Supported:**

Maintain or improve traffic flow.

**Issue:**

Shall the City appropriate additional Concurrency Funds to implement this MMP Project #34?

**Item Summary/Recommendation:**

The MMP Project #34 called for capacity improvements to Alton Road, from 8<sup>th</sup> Street to Dade Boulevard. The City was awarded an FDOT grant of \$70,000 matched with City Funds for a total of \$140,000 to install protected left-turn movements on Alton Road at 8<sup>th</sup>, 11<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup> Streets, and at Dade Boulevard. Due to County objections, the protected left-turn movement from southbound Alton Road onto eastbound Dade Blvd required unscheduled work by the City consultant. The consultant cost was \$46,862, which left a \$93,138 fund balance for construction purposes.


The Alton Road/Dade Blvd. improvements were funded and implemented by FDOT in 2004. The final plans for the remaining project portion were approved by FDOT and County in 2005, which allows the City to proceed with project implementation.

The current construction cost of the Alton Road Improvements is \$194,732. The Administration recommends 1) appropriation of an additional \$101,594 in Concurrency Mitigation funds to supplement the existing \$23,138 CM fund balance; 2) advancement of all funds for subsequent reimbursement at \$70,000 by the FDOT funds, which are due to expire March 31, 2006; and 3) project implementation utilizing a JOC contract available to the Public Works Department.

**Advisory Board Recommendation:**

The project was approved by the Transportation & Parking Committee.

**Financial Information:**

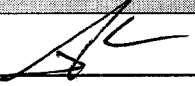
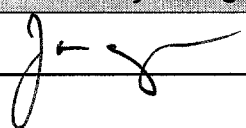
Source of Funds:	Amount	Account	Approved
	1 \$ 23,138 CM	Previously appropriated	
	2 \$101,594 CM	To be approprtd. 158.8000.341226	
	3 \$ 70,000 FDOT	Previously appropriated	
	4		
<b>OBPI</b>	<b>Total</b> \$194,732	158.6217.000335	

**Financial Impact Summary:** Only \$70,000 of the \$194,732 project cost will be reimbursed to the City by the \$70,000 FDOT grant funds.

**City Clerk's Office Legislative Tracking:**

Robert Halfhill

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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MIAMIBEACH

AGENDA ITEM C7J  
DATE 1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF AN ADDITIONAL \$101,594 IN CONCURRENCY MITIGATION FUNDS TO COMPLETE THE \$194,732 FUNDING PACKET NEEDED TO IMPLEMENT TRAFFIC SIGNAL IMPROVEMENTS ON ALTON ROAD AT 8<sup>TH</sup>, 11<sup>TH</sup>, 15<sup>TH</sup> AND 16<sup>TH</sup> STREETS; THE \$93,138 FUND BALANCE BEING AVAILABLE PURSUANT TO RESOLUTION NO. 2002-24796, DATED MARCH 20, 2002, WHICH APPROPRIATED FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT FUNDS MATCHED BY CITY FUNDS FOR THE PURPOSE; AUTHORIZING THE ADVANCEMENT OF \$194,732 IN CONCURRENCY MITIGATION PROGRAM FUNDS FOR SUBSEQUENT REIMBURSEMENT BY THE \$70,000 IN FDOT GRANT FUNDS; AND FURTHER STATING THAT THE PROJECT WILL BE IMPLEMENTED UTILIZING AN EXISTING JOB ORDER CONTRACTING (JOC) MECHANISM AVAILABLE TO THE PUBLIC WORKS DEPARTMENT.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### BACKGROUND

Miami Beach Municipal Mobility Plan Project #34 called for capacity improvements on Alton Road, from 8<sup>th</sup> Street to Dade Boulevard. The first of these improvements, protected left turn movements on 17<sup>th</sup> Street at Alton Road, was implemented in 2000 utilizing Concurrency Mitigation Funds.

In order to complete MMP Project #34, the City was awarded in 2001 a Florida Department of Transportation (FDOT) grant known as the County Incentive Grant Program (CIGP). The CIGP offered incentives to municipalities wishing to implement capacity enhancement projects on State roads to fit specific area needs. At that time, a large number of high-rise condominium development projects were being approved by the City for construction on West Avenue, which would increase traffic on Alton Road and left-turn movements to/from the crossing streets.

Resolution No. 2002-24796, dated March 20, 2002, authorized the execution of a CIGP Agreement with FDOT. The \$70,000 CIGP funds plus the \$70,000 City matching funds made available a total of \$140,000 to cover the costs of a project that would improve traffic signalization on Alton Road by adding protected left-turn movements at the intersections with 8<sup>th</sup>, 11<sup>th</sup>, 15<sup>th</sup>, and 16<sup>th</sup> Streets, and Dade Boulevard.

City consultant, Post Buckley Shuh & Jernigan (PBS&J) was engaged in 2003 to conduct preliminary assessment, prepare design plans, and perform construction inspection services for the project, at a negotiated cost of \$46,862.

The proposed new left-turn movement from southbound Alton Road onto eastbound Dade Boulevard raised objections from Miami-Dade County. PBS&J was asked to conduct an unscheduled traffic study justifying the need for the new movement; and conduct four (4) unscheduled meetings with the County/FDOT/City to resolve all issues and finalize the project plans. The additional consultant fees incurred for the unscheduled services exhausted the contract fund balance that had been previously set aside for construction inspection services.

In December 2003, the Alton Road/Dade Boulevard section of the overall project was funded and implemented by FDOT, as a priority project. It took the City an additional 18 months to obtain both FDOT and County approvals to proceed with the improvements.

### **ANALYSIS**

The Alton Road Signal Improvements Project received \$140,000 in funding in 2001, utilizing \$70,000 in CIGP grant funds and \$70,000 in City Concurrency Mitigation funds. The \$46,862 PBS&J contract payment (Concurrency funds) left a \$93,138 fund balance, \$70,000 of which are the grant funds due to expire March 31, 2006.

Successive hurricanes over the last two years have created a shortage of traffic signal equipment, parts, and contract costs have escalated. The current cost estimate is \$194,732 for the project.

As previously determined by the MMP, this project will help the City "maintain or improve traffic flow" on the southern portion of Alton Road. Therefore, the Administration recommends the following:

1. Appropriation of an additional \$101,594 in Concurrency Mitigation/South Beach funds to supplement the remaining \$23,138 in previously appropriated CM funds;
2. Advancement of \$194,732 in total funds needed to implement the project (utilizing City Concurrency Funds) for subsequent reimbursement by the \$70,000 FDOT grant funds; and
3. Utilization of a Job Order Contracting (JOC) mechanism available to the Public Works Department, in order to avoid further construction delays.

After the JOC contractor has procured the necessary traffic signal material, it will take approximately 45 days to implement the project. In case the project is not fully implemented by March 31, 2006, the Administration will officially request that FDOT consider extending the \$70,000 grant deadline beyond the above-mentioned date.

#### **Attachments:**

- FDOT Agreement to extend CIGP grant deadline to March 31, 2006
- GIGP Agreement between Miami Beach and FDOT, dated June 24, 2002
- JOC cost estimate for project construction.

JG/RM/FB/FV/ME/AJ

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**CITY OF MIAMI BEACH**

CITY HALL, 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



Department of Public Works

Telephone (305) 673-7080  
Facsimile (305) 673-7028

February 10, 2005

Mr. Gary L. Donn, P.E.  
Director of Planning and Programs/Administration  
Florida Department of Transportation, District Six  
1000 NW 111<sup>th</sup> Avenue, Room 6234  
Miami, Florida 33172

Subject: Request for Extension of County Incentive Grant Program Contract # AL 478

Dear Mr. Donn:

On behalf of the City of Miami Beach, I respectfully request a twelve-month extension of time for the County Incentive Grant Program Agreement between the Florida Department of Transportation (FDOT) and the City of Miami Beach, for the project described below:

<u>Project Description:</u>	<u>FM No.</u>	<u>Contract #</u>	<u>Extension Requested</u>
Signal head improvements and modification of pavement markings SR 907/Alton Rd, from 8 <sup>th</sup> Street to 16 <sup>th</sup> Street. (design & construction).	41295615401	AL 478	March 31, 2006

This is our very last request for grant extension, since we intend to implement the project within the next ten (10) months. The following actions are being taken by the City:

1. Four sets of the project's design plans, prepared by Post Buckley Schuh & Jernigan (PBS&J), were mailed 02/03/05 to Mr. Rory Santana for FDOT's review, approval, and permitting.
2. Attached to this letter is the City's first request for reimbursement under this CIGP/JPA, in the amount of \$11,715.50. It covers FDOT's 50% share of PBS&J's first invoice, which totaled \$23,431. The City paid the full invoice amount with Check # 135522 dated 02/21/2003.
3. We have just received PBS&J's second invoice, also in the amount of \$23,431, which is undergoing the City accounts payable process. FDOT's share will be invoiced subsequently.
4. By 02/11/05, PBS&J project manager, Rafiq Alqasem, will submit to the City new cost estimates for construction inspection services (as an amendment to the original contract), and for project construction.



Mr. Gary Donn  
February 10, 2005  
Page 2

5. With the updated cost estimates in hand, we will request that the City Commission, at the March 17, 2005 meeting, appropriate Miami Beach Concurrency Mitigation Funds to cover the increased construction and construction inspection costs of the project.
6. The City intends to utilize an on-going FDOT or County contractor to install the traffic signal improvements to SR 924/Alton Road, from 8<sup>th</sup> Street to 16<sup>th</sup> Street. As previously stated, we intend to complete this Project within the next ten (10) months.

Should you have any questions, do not hesitate to contact me at (305) 673-7080, or Ms. Amelia Johnson of my staff at (305) 673-7000 Ext. 6347.

Your approval to extend the grant until March 31, 2006 is appreciated.

Sincerely,



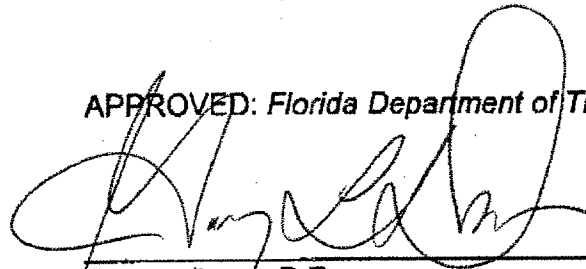
Fred H. Beckmann, P.E.  
Director of Public Works

Attachment: First City Invoice against the CIGP/FDOT grant.

FB/RH/AJ

c: Linda Glass-Johnson, Work Program Manager, FDOT  
Kenneth Jeffries, Planning Division, FDOT  
Rory Santana, Traffic Operations Engineer, FDOT  
Rafiq Alqasem, P.E., PBS&J  
Amelia Johnson, Transportation Coordinator

APPROVED: *Florida Department of Transportation*



Gary L. Donn, P.E.  
District Director of Planning and Public Transportation

Date: 2-11-05

**RESOLUTION NO. 2002-24796**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COUNTY INCENTIVE GRANT PROGRAM AGREEMENT (CIGP-JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY, IN THE AMOUNT OF \$140,000; BEING \$70,000 IN CIGP GRANT FUNDS, AND \$70,000 IN CONCURRENCY MITIGATION-SOUTH BEACH FUNDS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 2001-24374, DATED MAY 16, 2001; AND FURTHER APPROPRIATING BOTH THE GRANT AND CONCURRENCY MITIGATION FUNDS FOR THE FINAL DESIGN AND IMPLEMENTATION OF TRAFFIC SIGNAL HEAD/INTERSECTION IMPROVEMENTS ON ALTON ROAD, FROM 8<sup>TH</sup> STREET TO DADE BOULEVARD.**

**WHEREAS**, Resolution No. 2001-24374, dated May 16, 2001, authorized the City to submit an application to the Metropolitan Planning Organization (MPO), under the State of Florida's Year 2002-03 County Incentives Grant Program (CIGP), for improvements to traffic signal heads/pavement markings, in order to provide protected left-turn movements at the intersections of Alton Road with 8<sup>th</sup>-11<sup>th</sup>-15<sup>th</sup>-16<sup>th</sup> Streets and Dade Boulevard; and

**WHEREAS**, the grant has been awarded at \$140,000, being \$70,000 in CIGP funds, and \$70,000 in local funds, as required by the grant program; and

**WHEREAS**, sufficient Concurrency Mitigation funds have been collected from new development projects adjacent to Alton Road, in an effort to mitigate further impacts on this traffic-intensive corridor, match the grant funds, and implement one additional Municipal Mobility Plan-recommended project; and

**WHEREAS**, it is essential that the City enter into a tri-party agreement (FDOT-County-City) in order to receive, via the reimbursement method, the State funds available for the purposes of this grant.

**WHEREAS**, the project will include a final design/construction inspection phase at \$40,000; modification of pavement markings/and construction at \$100,000; and

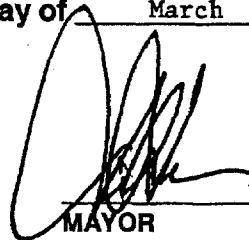
**WHEREAS**, the City will hire Post Buckley Schuh & Jernigan, Inc. (PBS&J) to perform final design and construction inspection services at \$40,000, as authorized by the City Vendor List, Resolution No. 2001-24406, dated June 6, 2001; and

**WHEREAS**, after final design/construction plans are completed, the City will issue requests for proposals (RFP) for the project's construction phase, which is estimated to cost \$100,000; and

**WHEREAS**, both State and City funds need to be appropriated for the above-mentioned purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a County Incentive Grant Program Agreement (CIGP-JPA) with the Florida Department of Transportation and Miami-Dade County, in the amount of \$140,000; being \$70,000 in CIGP grant funds, and \$70,000 in Concurrency Mitigation-South Beach funds, as previously authorized by Resolution No. 2001-24374, dated May 16, 2001; and further appropriate both the grant and Concurrency Mitigation funds for the final design and implementation of traffic signal head/intersection improvements on Alton Road, from 8<sup>th</sup> Street to Dade Boulevard.

**PASSED AND APPROVED** this the 20th day of March, 2002.

  
MAYOR

**ATTEST:**

  
CITY CLERK

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 3-4-02  
City Secretary Date

**Johnson, Amelia**

---

**From:** Fakie, Elie  
**Sent:** Tuesday, December 20, 2005 2:56 PM  
**To:** Johnson, Amelia  
**Cc:** Beckmann, Fred; Alvarez, Mike - Public Works  
**Subject:** Alton Road Signal Modification 8th, 11th, 15th and 16th Proposal and Fees  
**Attachments:** ContractorProposalReport-Category.pdf


Amelia,

Following are the details for the cost of the above referenced project for a total of \$194,731.62.

JOC contractor:	\$160,272.94	See attached proposal
Contingency:	\$ 32,054.59	20% Contingency
<b>Subtotal:</b>	<b>\$192,327.53</b>	
Gordian Group:	\$ 2,404.09	1.5% of the proposal (\$160,272.94)
<b>Total</b>	<b>\$194,731.62</b>	

Also attached is the detailed proposal from PASS International. Duration of the job will follow.

Thanks  
Elie

December 20, 2005	<b>Contractor Proposal Report - Category</b> Job Order Construction Services	 City of Miami Beach
Loc # 124.00.PW.14-03/04	Alton Road Signal Modification 8th, 11th, 15th, 16th Street	

Date: December 20, 2005

Project No.: 124.00.PW.14-03/04

Project Name: Alton Road Signal Modification 8th, 11th, 15th, 16th Street

Sect.	Item	Mod.	UOM	Description	Line Total
<b>Category - N</b>					
02900	0001		EA	MOBILIZATION	16,500.00
NRP Task			Installation	Quantity 1.00 x Unit Price 16,500.00 x Factor 1.0000 = Total 16,500.00	
02900	0002		EA	630-1-12 F&I UNDERGROUND EC'S	9,020.00
NRP Task			Installation	Quantity 205.00 x Unit Price 44.00 x Factor 1.0000 = Total 9,020.00	
02900	0003		EA	635-1-11 PULL BOXES	3,575.00
NRP Task			Installation	Quantity 5.00 x Unit Price 715.00 x Factor 1.0000 = Total 3,575.00	
02900	0004		EA	650-51-511 TRAFFIC SIGNAL	9,350.00
NRP Task			Installation	Quantity 5.00 x Unit Price 1,870.00 x Factor 1.0000 = Total 9,350.00	
02900	0005		EA	650-54-311 TRAFFIC SIGNAL RELOCATE	6,022.50
NRP Task			Installation	Quantity 5.00 x Unit Price 1,204.50 x Factor 1.0000 = Total 6,022.50	
02900	0006		EA	660-1-101 INDUCTIVE LOOP DETECTOR	1,457.50
NRP Task			Installation	Quantity 5.00 x Unit Price 291.50 x Factor 1.0000 = Total 1,457.50	
02900	0007		EA	660-2-101 LOOP ASSEMBLY	5,500.00
NRP Task			Installation	Quantity 5.00 x Unit Price 1,100.00 x Factor 1.0000 = Total 5,500.00	
02900	0008		EA	670-5-420 TRAFFIC CONTROLLER ASSEMBLY	11,440.00
NRP Task			Installation	Quantity 4.00 x Unit Price 2,860.00 x Factor 1.0000 = Total 11,440.00	
02900	0009		EA	690-10 REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	632.50
NRP Task			Installation	Quantity 5.00 x Unit Price 126.50 x Factor 1.0000 = Total 632.50	
02900	0010		EA	690-100 REMOVE MISC SIGNAL EQUIPMENT	1,320.00
NRP Task			Installation	Quantity 1.00 x Unit Price 1,320.00 x Factor 1.0000 = Total 1,320.00	
02900	0011		EA	700-48-48 RELOCATE SIGN PANEL	1,760.00
NRP Task			Installation	Quantity 4.00 x Unit Price 440.00 x Factor 1.0000 = Total 1,760.00	
02900	0012		EA	715-35-1 F&I MAST ARM	18,900.00
NRP Task			Installation	Quantity 1.00 x Unit Price 18,900.00 x Factor 1.0000 = Total 18,900.00	
02900	0014		EA	COUNTDOWN PEDS	35,200.00
NRP Task			Installation	Quantity 32.00 x Unit Price 1,100.00 x Factor 1.0000 = Total 35,200.00	

Sect.	Item	Mod.	UOM	Description					Line Total
02900	0015		EA	ADA PUSH BUTTONS					7,920.00
NPP Task				Installation	Quantity	Unit Price	Factor	Total	
					16.00 x	495.00 x	1.0000 =	7,920.00	
Subtotal for N									128,597.50
Category - Not Entered									
01352	4021		HR	Off-Duty Law Enforcement Officer					1,472.60
			Installation		Quantity	Unit Price	Factor	Total	
					40.00 x	33.35 x	1.1039 =	1,472.60	
01352	4021		HR	Off-Duty Law Enforcement Officer					1,472.60
			Installation		Quantity	Unit Price	Factor	Total	
					40.00 x	33.35 x	1.1039 =	1,472.60	
01352	4021		HR	Off-Duty Law Enforcement Officer					1,472.60
			Installation		Quantity	Unit Price	Factor	Total	
					40.00 x	33.35 x	1.1039 =	1,472.60	
01352	4021		HR	Off-Duty Law Enforcement Officer					1,472.60
			Installation		Quantity	Unit Price	Factor	Total	
					40.00 x	33.35 x	1.1039 =	1,472.60	
01352	4031		HR	Flagman For Traffic Control					1,447.43
			Installation		Quantity	Unit Price	Factor	Total	
					80.00 x	16.39 x	1.1039 =	1,447.43	
01352	4031		HR	Flagman For Traffic Control					1,447.43
			Installation		Quantity	Unit Price	Factor	Total	
					80.00 x	16.39 x	1.1039 =	1,447.43	
01352	4031		HR	Flagman For Traffic Control					1,447.43
			Installation		Quantity	Unit Price	Factor	Total	
					80.00 x	16.39 x	1.1039 =	1,447.43	
01352	4031		HR	Flagman For Traffic Control					1,447.43
			Installation		Quantity	Unit Price	Factor	Total	
					80.00 x	16.39 x	1.1039 =	1,447.43	
01550	6002		CLF	Danger Tape					964.81
			Installation		Quantity	Unit Price	Factor	Total	
					200.00 x	4.37 x	1.1039 =	964.81	
01560	7121		MO	Type B Flasher (High Intensity)					2,285.07
			Installation		Quantity	Unit Price	Factor	Total	
					30.00 x	69.00 x	1.1039 =	2,285.07	
01560	7130		MO	Type II Traffic Control Barricade, 2' Wide x 3' High, 2Reflectorized Rails Each Side					1,457.15
			Installation		Quantity	Unit Price	Factor	Total	
					30.00 x	44.00 x	1.1039 =	1,457.15	
01560	7144		DAY	No-Parking Barricade					8.28
			Installation		Quantity	Unit Price	Factor	Total	
					30.00 x	0.25 x	1.1039 =	8.28	
01560	7321		MO	Portable Message Board					2,207.80
			Installation		Quantity	Unit Price	Factor	Total	
					1.00 x	2,000.00 x	1.1039 =	2,207.80	
01560	7330		MO	Temporary Traffic Sign (Up To 3'x3')					1,192.21
			Installation		Quantity	Unit Price	Factor	Total	
					30.00 x	36.00 x	1.1039 =	1,192.21	
02900	0013		EA	CONCRETE FORMAST ARM					5,280.00
NPP Task				Installation	Quantity	Unit Price	Factor	Total	
					4.00 x	1,320.00 x	1.0000 =	5,280.00	

Sect.	Item	Mod.	UOM	Description					Line Total					
02900	0016		EA	SURVEYING / ASBUILTS					6,600.00					
				Quantity	4.00	x	Unit Price	1,650.00	x	Factor	1.0000	=	Total	6,600.00
NPP Task				Installation										
Subtotal for No Item Entered														31,675.44

## Project Proposal Total

160,272.94

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF AN ADDITIONAL \$101,594 IN CONCURRENCY MITIGATION FUNDS TO COMPLETE THE \$194,732 FUNDING PACKET NEEDED TO IMPLEMENT A TRAFFIC SIGNAL IMPROVEMENTS PROJECT ON ALTON ROAD AT 8<sup>TH</sup>, 11<sup>TH</sup>, 15<sup>TH</sup> AND 16<sup>TH</sup> STREETS; THE \$93,138 FUND BALANCE BEING ALREADY AVAILABLE PURSUANT TO RESOLUTION NO. 2002-24796, DATED MARCH 20, 2002, WHICH APPROPRIATED FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT FUNDS MATCHED BY CITY FUNDS FOR THE PURPOSE; AUTHORIZING THE ADVANCEMENT OF \$194,732 IN CONCURRENCY MITIGATION FUNDS FOR SUBSEQUENT, PARTLY REIMBURSEMENT BY THE \$70,000 IN FDOT GRANT FUNDS; AND FURTHER STATING THAT THE PROJECT WILL BE IMPLEMENTED UTILIZING AN EXISTING JOB ORDER CONTRACTING (JOC) MECHANISM AVAILABLE TO THE PUBLIC WORKS DEPARTMENT.**

**WHEREAS**, Project #34 of the Miami Beach Municipal Mobility Plan (MMP) calls for capacity improvements on Alton Road, from Dade Boulevard to 5<sup>th</sup> Street; and

**WHEREAS**, capacity improvements had already been implemented at the intersection of Alton Road and 17<sup>th</sup> Street; and

**WHEREAS**, in order to complete MMP Project #34, the City successfully applied in 2001 for a Florida Department of Transportation (FDOT) fund source known as the County Incentive Grant Program (CIGP), to implement Traffic Signal Improvements on Alton Road, at the intersections with 8<sup>th</sup>, 11<sup>th</sup>, 15<sup>th</sup> and 16<sup>th</sup> Streets, and Dade Boulevard (the Project); and

**WHEREAS**, Resolution No. 2002-24796, dated March 20, 2002, authorized the execution of a \$140,000 CIGP Agreement which included \$70,000 in FDOT funds and \$70,000 in Miami Beach Concurrency Mitigation (South Beach) funds for the Project; and

**WHEREAS**, Post Buckley Shuh & Jernigan (PBS&J), a City rotational consultant, was engaged in 2003 to conduct a preliminary assessment, prepare implementation plans and construction cost estimate, and provide construction inspection services for the Project, at a negotiated cost of \$46,862; and

**WHEREAS**, in December 2004, the Alton Road/Dade Boulevard section of the Project was funded and implemented by FDOT, as an independent priority project; and

**WHEREAS**, the Project fund balance of \$93,138 (\$70,000 in CIGP funds and \$23,138 in City funds) is insufficient to implement the remaining portions of the overall Project; and

**WHEREAS**, \$101,594 in additional Concurrency Mitigation funds need to be appropriated to fully fund the quoted \$192,732 Project construction cost.



**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby authorize the appropriation of an additional \$101,594 in Concurrency Mitigation funds to complete the \$194,732 funding packet needed to implement a Traffic Signal Improvements Project on Alton Road at 8<sup>th</sup>, 11<sup>th</sup>, 15<sup>th</sup> and 16<sup>th</sup> Streets; the \$93,138 fund balance being already available pursuant to Resolution No. 2002-24796, dated March 20, 2002, which appropriated Florida Department of Transportation (FDOT) grant funds matched by City funds for the purpose; authorize the advancement of \$194,732 in Concurrency Mitigation Funds for subsequent, partly reimbursement by the \$70,000 in FDOT grant funds; and further state that the Project will be implemented utilizing an existing Job Order Contracting (JOC) mechanism available to the Public Works Department.

**PASSED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

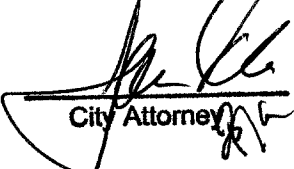
\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**Condensed Title:**

A Resolution approving a professional services agreement with Arts for Learning/Miami for a cultural education program for the remainder of fiscal year 2005/2006 in an amount equal to \$50,000.

**Key Intended Outcome Supported:**

Increase community rating of cultural activities.

**Issue:**

Shall the City Commission approve a professional services agreement with Arts for Learning/Miami for a cultural education program?

**Item Summary/Recommendation:**

In March 2005, via Resolution No. 2005-25853, the City Commission authorized the execution of an Interlocal Agreement with Miami-Dade County Public Schools' (MDCPS) Division of Life Skills for the implementation of a curriculum-based arts education program in the Miami Beach feeder pattern schools in FY 04/05. The MDCPS Division of Life Skills was unable to execute the Interlocal Agreement before the summer recess. Both staff and the Cultural Arts Council subsequently reconfirmed their desire and commitment to jointly support such a program. Furthermore, funding was included in the FY 05/06 Tourism and Cultural Development budget in an amount up to \$75,000 for this purpose. However, after a second, protracted attempt to negotiate and execute a contract at the beginning of the current fiscal year, the MDCPS Division of Life Skills once again was unable to execute the Interlocal Agreement.

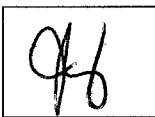
In the alternative, A4L, in conjunction with the City, proposes to deliver comprehensive arts-in-education programming to the Flamingo Park summer camp and to the RAIN and Happy Kids early childhood centers from February through September, 2006. Additionally, A4L will begin to provide teacher training and classroom materials in order to implement our desired in-school initiative for Miami Beach Feeder Pattern Schools during the 2006/2007 school year.

Pursuant to Section 287.057 of the Florida Statutes, the aforementioned services are exempt from competitive bidding requirements. Furthermore, A4L is the only arts service provider approved by MDCPS to provide in-school curriculum based arts education.

**Advisory Board Recommendation:**

Cultural Arts Council recommended approval of said professional services agreement at their December 9, 2005 meeting.

**Financial Information:**

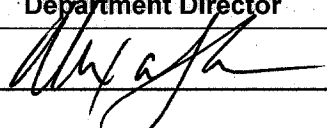
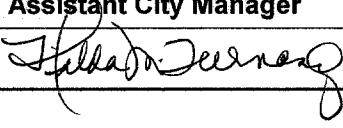
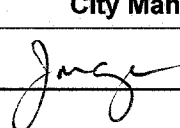
Source of Funds:	Amount	Account	Approved
 OBPI	1	50,000	Cultural Affairs (140-6080-312)
	2		
	3		
	4		
	Total		

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Max Sklar

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		



MIAMI BEACH

AGENDA ITEM

C7K

DATE

1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTS FOR LEARNING/MIAMI, A NOT FOR PROFIT CORPORATION, WHICH IS THE ONLY ARTS SERVICE PROVIDER APPROVED BY MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS) TO PROVIDE IN-SCHOOL CURRICULUM BASED ARTS EDUCATION, TO PROVIDE AFTERSCHOOL AND SUMMER CAMP ARTS EDUCATION PROGRAMS AT VARIOUS CITY PARK, PUBLIC SCHOOLS, AND DAY CARE CENTERS (AS SHALL BE DETERMINED BY THE CITY ADMINISTRATION) FOR THE REMAINDER OF FISCAL YEAR 2005/2006, IN THE AMOUNT OF \$50,000, WITH THE OPTION, AT THE CITY'S SOLE DISCRETION, TO EXTEND SAID AGREEMENT FOR ONE ADDITIONAL YEAR, CONTINGENT UPON FUNDING AVAILABILITY.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### FUNDING

Funding is available within the Cultural Affairs Program and Cultural Arts Council's (CAC) budget for Fiscal Year 2005/2006.

### ANALYSIS

In March 2005, via Resolution No. 2005-25853, the City Commission authorized the execution of an Interlocal Agreement with Miami-Dade County Public Schools' (MDCPS) Division of Life Skills for the implementation of a curriculum-based arts education program in the Miami Beach feeder pattern schools in FY 04/05. The MDCPS Division of Life Skills was unable to execute the Interlocal Agreement before the summer recess. Both staff and the Cultural Arts Council subsequently reconfirmed their desire and commitment to jointly support such a program. Furthermore, funding was included in the FY 05/06 Tourism and Cultural Development budget in an amount up to \$75,000 for this purpose, and department performance indicators were also included in the Department's Performance Plan tied to this program. However, after a second, protracted attempt to negotiate and execute a contract at the beginning of the current fiscal year, the MDCPS Division of Life Skills once again was unable to execute the Interlocal Agreement.

While we will be starting the second half of the school year this month, the Administration and the CAC remain eager to fulfill their commitment to provide much needed arts specific education to the youth of Miami Beach. The Administration finds it in the best interest of the City to enter into a Service Agreement with Arts for Learning/Miami (A4L) to deliver comprehensive arts-in-education programming. While it originally was the City's intent to provide in-school curriculum based education programs, due to the protracted negotiations with MDCPS and the timing of the state-mandated F.C.A.T. exams, the City is unable to implement an in-school program during the current school year.

In the alternative, A4L, in conjunction with the City, proposes to deliver comprehensive arts-in-education programming to the Flamingo Park summer camp and to the RAIN and Happy Kids early childhood centers from February through September, 2006. Together, these programs will provide in-depth and multiple arts experiences to over 300 underserved children and their parents in Miami Beach. Additionally, A4L will begin to provide teacher training and classroom materials in order to implement our desired in-school initiative for Miami Beach Feeder Pattern Schools during the 2006/2007 school year.

While pursuant to Section 287.057 of the Florida Statutes the aforementioned services are exempt from competitive bidding requirements, the selection of A4L is being recommended because it is the only arts service provider approved by MDCPS to provide in-school curriculum based arts education.

#### ARTS FOR LEARNING/MIAMI

Arts for Learning/Miami ("A4L") is a community-based non-profit organization dedicated to advancing teaching and learning through the arts and community cultural resources. It was established by a group of business and community leaders in 2000 as a partnership between the Miami-Dade Cultural Affairs Council, Miami-Dade County Public Schools, and Young Audiences, the nation's leading supplier of arts-in-education services. Last year's merger with the Children's Cultural Coalition made A4L the area's only independent provider of in-school arts education programming. Through hands-on professional development for teachers and teaching artists, creation and dissemination of multi-media teaching resources, community arts programming and parent outreach, A4L is creating a comprehensive system for infusing cultural arts into early learning, K – 12 education, and after-school and summer programs. A4L's current "GET smART" integrated curriculum-based arts education programs in the Fienberg-Fisher, North Beach, South Pointe and Treasure Island Elementary Schools are funded in part by a City grant of \$18,950 awarded through the CAC.

#### SCOPE OF SERVICES

Early Childhood Program: A4L proposes to implement "Start with the Arts" (SWTA), an arts-based creative learning approach to literacy and school readiness for children ages 2 – 5, at two child care centers, RAIN (at Fienberg-Fisher Elementary School) and Happy Kids/Jefferson (1700 Jefferson Avenue.) SWTA builds upon existing curriculum, offering arts activities that focus on common themes found in early childhood programs. A4L will train 25 teachers and provide an artist in-residency program consisting of four teaching artists specializing in visual arts, drama, dance/movement and music. The artists participate in the professional development training sessions and visit the centers, offering continued arts instruction, role-modeling and coaching for teachers and students. Each center also receives the easy-to-use SWTA Resource Book in English and Spanish. It includes thematic lessons, learning objectives, a list of materials, strategies for including all students, thematically linked books and songs, and a letter to the families encouraging continuing the activities at home. A new companion book, "Start with the Arts at Home", is a 49-page activity guide providing simple presentation of activities parents can do at home with their children. Each classroom also receives an activity box with essential tools for classroom arts integration. This program would begin immediately. Approximately 65 children and their

parents are expected to be served in the Early Childhood Program.

Summer Camp Program: A4L will provide visual and performing arts instruction as part of a seven-week summer camp program at Flamingo Park in June and July of 2006. A4L will work closely with the park staff to determine the most appropriate classes to offer based on available facilities and on the interests and ages of the children. Two separate performances by different artists and/or ensembles will support the work being created during the camp. A4L will provide training, monitoring and support to the artists and performers to ensure the delivery of a high-quality program. A4L will also oversee the implementation of the "Little Director" program, which provides campers the opportunity to see their artwork translated into digital animation. Planning for the summer program would begin in March. We anticipate that 250 children will benefit from the Summer Camp program.

## **CONCLUSION**

The Administration recommends approving a professional services agreement with Arts for Learning/Miami for a cultural education program for the remainder of fiscal year 2005/2006 in an amount equal to \$50,000, with the option at the city's sole discretion, to extend said professional services agreement for additional years contingent upon funds appropriations and program performance evaluations.

JMG/HMF/mas

T:\AGENDA\2006\jan1106\consent\CAC Education Program MEMO.doc

# EXHIBIT A

## 2005-2006 Proposed Scope of Services to City of Miami Beach

### Organizational Overview

Arts for Learning/Miami's is a community based non-profit organization dedicated to advancing teaching and learning through the arts and community cultural resources. A group of business & community leaders established A4L/Miami in 2000 as a partnership between Miami Dade Cultural Affairs Council, Miami Dade County Public Schools, and Young Audiences (the nation's leading provider of arts-in-education services). We believe the arts should be an essential and integral component of every child's education, not only because the arts are intrinsically valuable to human and community development; but also because there is a growing body of research that demonstrates that student involvement in the arts is linked to improved academic performance, increased standardized test scores, more community service and lower drop out rates<sup>1</sup>. We also know that these positive impacts are even greater for participating minority, low-income and otherwise academically vulnerable students<sup>2</sup>. Through hands-on professional development for teachers & teaching artists, creation & dissemination of multi-media teaching resources, community arts programming & parent outreach, A4L/Miami is creating a comprehensive system for infusing cultural arts into early learning, K-12 education and out-of-school programs.

A4L's programs include:

- **GET smART**, an in-school program serving 35-40 schools integrating arts into the K-12 curriculum through teacher professional development, multi-media classroom resources and live arts programming.
- **After-School** and summer programming is offered at 47 sites. A4L provides arts instruction that also support literacy & life skill goals by professional visual and performing artists through partnerships with MDC Public Schools, City of Miami, Florida International University, South Florida After-School All Stars, and other community based-organizations.
- **Start with the Arts (SWTA)** an early childhood program was launched in January 2005 reaching at least 35 daycare centers. SWTA provides teacher professional development, classroom resources, and artist residencies that support integrating the arts into story-time to advance literacy and school readiness.

### Proposed Activities

#### After-School and Summer Camp Programs

Arts for Learning hires, trains and manages local artists at after-school and summer camp programs throughout Miami-Dade County to provide students with opportunities to learn in and through the arts. A4L programs teach life and communication skills, support literacy goals, foster self-discovery, and build self-esteem. A4L artists are professional actors, directors, producers, dancers, choreographers, musicians, authors, poets, and

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<sup>1</sup> James Catterall, UCLA, Graduate School of Education

<sup>2</sup> Shirley Bryce Heath, Stanford College of Education

visual artists who teach students to explore themes, ideas and concepts in their art making.

A4L proposes to provide visual and/or performing arts instruction to 250 campers as part of a seven-week summer camp program at Flamingo Park in June/July 2006. A4L will work closely with the park's staff to determine the most appropriate classes to offer based on the park's facility and the interests and ages of the children in the neighborhood. Depending on nature of the classes, A4L will then schedule two separate performances by different artists and/or ensembles to support the work being created during the camp.

A4L will provide training, monitoring, and support to the artists and performers to ensure the delivery of a high quality program. A4L will also oversee the implementation of the Little Director program which provides each camper the opportunity to see their artwork translated into a brief digital animation.

Class size should be a maximum of 25 children to provide the maximum benefit in classroom management and the best experience possible for the participants. Class composition is best served by considering the age and/or ability of the participants to ensure that the appropriate level of instruction is provided.

In order to provide a participatory learning experience associated with the performances, A4L will create and provide the Resource Kit *"Dancing & Drumming in the African Diaspora"* that includes student books, videos, CDs, instruments, songs and music. Performances will be delivered by high quality local performing artists and cultural organizations selected jointly by Arts for Learning and the Miami Performing Arts Center.

Activity	Timeframe
Meeting with Park Staff	April 2006
Hiring Teaching Artists/Book Ensemble	May 2006
Planning curriculum	March –May 2006
7-week summer camp session	June & July 2006

### **Early Childhood Program**

Launched in January 2005, in partnership with Peace Education Foundation and VSA Arts, A4L Miami now provides a comprehensive program for advancing early childhood literacy and school readiness through the arts.

Start with the Arts (SWTA) is an arts-based creative learning approach to literacy and school readiness for children ages 2-5. SWTA builds upon existing curriculum, offering arts activities that focus on five common themes found in early childhood programs. The topics addressed in these units focus on self-awareness, transportation, weather, ecology, and nutrition. Each unit contains developmentally sound art experiences that are structured to incorporate the thematic content of each lesson plan.

A4L's Early Childhood program proposes to implement SWTA in two childcare centers, RAIN and Happy Kids/Jefferson, train 25 teachers and serve up to 65 children ages 2-5 and their parents. A4L will provide an artist residency component consisting of 4

teaching artists specialized in visual arts, drama, dance/movement and music. The artists participate in the professional development training sessions and visit the centers offering continued arts instruction, role-modeling and coaching for teachers and students.

The SWTA instructional program enables teachers and parents to create meaningful learning experiences for young children utilizing visual arts, creative movement, creative drama, and music. Each center will receive the easy to use SWTA Resource Book which is available in English and/or Spanish and is organized into four thematic areas: All About Me; How I Go From Here to There; Feeling Hot, Cold and Wet; and The World Around Me. Each lesson includes learning objectives, a list of materials, strategies for including all students, thematically linked books and songs, and a letter to the families encouraging continuing the activities at home. The brand new companion book "Start with the Arts at Home": is a 49-page activity guide that provides a simple presentation of activities parents can do at home with their children. An activity box will be distributed per classroom (up to 8 classrooms) with essential tools for classroom arts integration.

<b>Activity</b>	<b>Timeframe</b>
Program Announcement/Teacher Training	January 2006
Distribution of Teacher Materials	January 2006
Parent SWTA Workshop-2 hour session	February 2006
Artist Residency Program	March – August 2006
Documentation & Evaluation	September 2006



## EXHIBIT A

<b>Arts for Learning/Miami Budget 2006</b>	
<b><u>After-School and Summer Camp Program</u></b>	
Program Management	9,000
Teaching Artist Fees (2 classes, 6Xper wk over 7 wks + planning time)	3,920
Little Director	5,000
Artist Assistant	840
Resource Kit Supplies	2,250
Performances (\$1500/performance X 2 performances)	3,000
Supplies	1,000
Site visits (\$.36/m. X 9 m. round trip X 8 trips), phone	50
Liability Insurance & Background Check	250
Documentation	1,000
<b>Total for After-School and Summer Camp Program</b>	<b>\$ 26,310</b>
<b><u>Early Childhood Program</u></b>	
Program Management	9,000
Activity Boxes (\$250 X 8 classrooms)	2,000
Program supplies: Start with the Arts At Home Books (\$20 ea. X 65)	1,300
Teacher trainings (\$130 p/teacher x 22 teachers)	2,860
Teacher Training costs includes: Activity Logs & Incentives, Workshop Books, Art Supplies, Printing & copying	
Art & Curriculum supplies \$15 p/childX 65	975
Teaching Artist Fees \$35 p/session X 1session p/class (8 classes) X 12 visits	2,940
Artist Residency materials (Photo, filming, books & art supplies)	1,000
Artist Planning time with the teacher \$75 X 2 centers X 4 artists	600
Documentation & Observation \$35 X 3sessions p/visit X 8 classrooms X 2 visits	1,680
Liability Insurance & background checks	250
Parent Night/Workshop (\$250 per school X 2 schools)	500
<b>Total for Early Childhood Program</b>	<b>\$ 23,105</b>
<b>Total Budget</b>	<b>\$ 49,415</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTS FOR LEARNING/MIAMI, A NOT FOR PROFIT CORPORATION WHICH IS THE ONLY ARTS SERVICE PROVIDER APPROVED BY MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS) TO PROVIDE IN-SCHOOL CURRICULUM BASED ARTS EDUCATION, TO PROVIDE AFTER SCHOOL AND SUMMER CAMP ARTS EDUCATION PROGRAMS AT VARIOUS CITY PARKS, PUBLIC SCHOOLS, AND DAY CARE CENTERS (AS SHALL BE DETERMINED BY THE CITY ADMINISTRATION) FOR THE REMAINDER OF FISCAL YEAR 2005/2006, IN THE AMOUNT OF \$50,000, WITH THE OPTION, AT THE CITY'S SOLE DISCRETION, TO EXTEND SAID AGREEMENT FOR ONE ADDITIONAL YEAR, CONTINGENT UPON FUNDING AVAILABILITY.**

**WHEREAS**, in March 2005, via Resolution No. 2005-25853, the City Commission authorized the execution of an Interlocal Agreement with Miami-Dade County Public Schools (MDCPS) Division of Life Skills for the implementation of a curriculum-based arts education program in the Miami Beach feeder pattern schools in Fiscal Year (FY) 04/05; and

**WHEREAS**, the MDCP Division of Life Skills was unable to execute the Interlocal Agreement before the Summer recess and both City staff and the Cultural Arts Council subsequently reconfirmed their desire and commitment to jointly support such a program; and

**WHEREAS**, funding for such a program was appropriated in the FY 05/06 Tourism and Cultural Development budget, in an amount up to \$75,000, for this purpose; and

**WHEREAS**, Arts for Learning/Miami (A4L), a not for profit corporation which is the only arts service provider approved by Miami-Dade County Public Schools (MDCPS) to provide in-school curriculum based arts education, in conjunction with the City, proposes to deliver comprehensive arts-in-education programming; initially, to the Flamingo Park Summer Camp and to the RAIN and Happy Kids early childhood centers, from February through September, 2006; and

**WHEREAS**, additionally, if funding allows, it is the Administration's intent to continue to provide the programs at various City parks, public schools, and day care centers, as determined by the City, for one (1) additional year; and

**WHEREAS**, together, these programs will provide in-depth and multiple arts experiences to over 300 underserved children and their parents in Miami Beach; and

**WHEREAS**, the Administration finds it in the best interest of the City to enter into a Professional Service Agreement with Arts for Learning/Miami (A4L) to deliver the aforesaid comprehensive arts-in-education programming; said Agreement to have the scope of services as attached, in substantial form, as Exhibit "A" hereto; and

**WHEREAS**, while pursuant to Section 287.057 of the Florida Statutes the aforementioned services are exempt from competitive bidding requirements, the selection of A4L is also being

recommended because it is the only arts service provider approved by MDCPS to provide in-school curriculum based arts education.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby approve a Professional Services Agreement with Arts for Learning/Miami, a not for profit corporation which is the only arts service provider approved by Miami-Dade County Public Schools (MDCPS) to provide in-school curriculum based arts education, to provide after school and summer camp arts education programs at various City parks, public schools, and day care centers (as shall be determined by the City Administration) for the remainder of Fiscal Year 2005/2006, in the amount of \$50,000, with the option, at the City's sole discretion, to extend said Agreement for one additional year, contingent upon funding availability.

**PASSED and ADOPTED** this 11th day of January, 2006.

**ATTEST:**


\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

JMG\HMF\mas

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney      Date 1/6/06

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**Condensed Title:**

A Resolution setting a public hearing regarding a proposed Lease Agreement between the City and Miami City Ballet, Inc.

**Key Intended Outcome Supported:**

Increase community rating of cultural activities.

**Issue:**

Shall the City set a public hearing regarding the proposed Lease Agreement to Miami City Ballet, Inc.

**Item Summary/Recommendation:**

Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, requires that prior to the sale and/or lease of City property, the City Commission shall hold a public hearing, advertised not less than fifteen (15) days prior to said hearing, in order to obtain citizen input into such proposed sale and/or lease.

Upon the City's purchase and closing on the Building, the Building will become City property which will be leased back to the Ballet; to that end, the Administration requests that the Mayor and City Commission hereby set a public hearing to hear public comment regarding the proposed new Lease of the Building to the Ballet, pursuant to the minimum terms set forth in Exhibits "A" and "A-1", respectively.

**Advisory Board Recommendation:**

The Finance and Citywide Projects Committee, on December 21, 2005, and the Planning Board, on December 20, 2005, both approved the proposed Lease Agreement.

**Financial Information:**


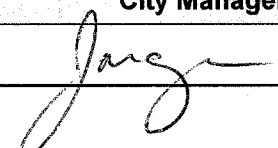
Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
<b>Total</b>			

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Patricia D. Walker, Chief Financial Officer

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		



MIAMIBEACH

AGENDA ITEM C7L  
DATE 1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING FOR FEBRUARY 8, 2006, TO HEAR PUBLIC COMMENT REGARDING A PROPOSED LEASE AGREEMENT BETWEEN THE CITY AND MIAMI CITY BALLET, INC., FOR THE LEASE OF THE BALLET STUDIO FACILITY BUILDING, LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH, FLORIDA; SAID LEASE SUBJECT TO AND CONTINGENT UPON THE CITY'S PROPOSED PURCHASE OF THE BALLET BUILDING.**

### ADMINISTRATION RECOMMENDATION

Approve the Resolution and Set the Public Hearing.

### BACKGROUND

The Miami City Ballet began in 1985 and has grown to maturity in the City of Miami Beach where it has been located for more than twenty years. In 1986, its first performance season, the Company had a budget of \$1,000,000, a troupe of 19 dancers and a handful of staff. Today in its twentieth season, the Company has grown to a budget of over \$10,250,000, the troupe now includes 46 dancers, the School has 400 students and there are 70 staff for the Company and School.

The Miami City Ballet Studios building, 2200 Liberty Ave, is an approximately 63,000 sf. building containing the offices, school and studios of the Ballet and is an anchor in the City's Cultural Campus. It was completed at the end of 1999 at a cost of approximately \$7,000,000. During 1999, the City contributed \$2,500,000 towards the construction of the building and also owns the land on which the Building was built. The Ballet has also added approximately \$1,000,000 of interior finishes and improvements which includes two studios that when combined by opening an air wall between them can create a performance venue with seating for approximately 225. The Ballet has continually made the building available to the City as a polling place for elections as well as an emergency management command center during hurricanes. They have also donated or rented this facility, when available, to other arts groups, such as: New World Symphony, the Miami Light Project and the South Beach Gay Men's Chorus, as well as permitted television, film, and music video production companies, and photographers doing fashion shoots to use the facility.

Since 1998, through its Miami City Ballet Inner-City Outreach Program, the Ballet has partnered with several Miami Beach Schools, including South Pointe Elementary, Feinberg-Fisher Elementary and North Beach Elementary, through their Exploring Dance Program,

which provides in-school residencies, conducted by the School's Outreach Faculty, to children with financial needs. The Ballet also continues to provide scholarships to attend the Miami City Ballet School to talented children with financial need. This year those scholarships have afforded forty children, of whom six are from Miami Beach, the opportunity for this enriching experience. Since the Ballet began performing at the Jackie Gleason Theater in the fall of 1995 the Ballet has donated over twenty-five thousand tickets to their performances to Miami Beach students and children's charities. Additionally, the Ballet has produced education-outreach performances for students from Miami-Dade public schools; Ballets for Young People programming for children and families and since 1994 has performed or participated in the City's annual "Invitation to the Arts." In February 2006, they will produce Aurora's Wedding from Sleeping Beauty at the Jackie Gleason Theater.

The City Manager met with the Ballet during the fall of 2004 and discussed the possibility of providing a grant to them to be used to enhance the Studio Theater space within their facility so that it could be used as a more theatrical performance venue. The Ballet moved forward with this concept and engaged Proscenium Architecture + Interiors, Inc. to assist in the planning of the conversion of the existing studios 1 and 2 into a more patron – comfortable, flexible performance space and estimate the construction cost. They estimate that the full build out of this space will cost approximately \$1,400,000. The Administration is recommending that the City make an additional investment of approximately \$500,000 for capital improvements to the Studio Theater to enable the Ballet to begin performances in this area during early 2006.

The Ballet has been struggling to achieve financial stability in the short-term and sustainability in the long-term. However, at this time they are trying desperately to solve the most severe financial crisis in their history.

They have incurred approximately \$2,500,000 of operating debt over the last six years. Of this amount approximately \$1,950,000 was due August 31, 2005 on which the Ballet has only been able to pay interest this year. This is comprised of: a \$950,000 term loan made by a group of banks, a fully drawn line of credit of \$500,000, both at prime +1/2%; and \$500,000 bridge loan at prime rate, co-signed by two of the Board members. The remaining balance represents aged accounts payable and non-interest bearing loans from board members. The largest piece of this debt is funded by a group of local banks that does not want to continue to lend to the Ballet. The Banks wanted the outstanding amount paid over 5 years; however, the Ballet has no way to fund the repayment over that term. The Ballet's cash balances have deteriorated and they are very concerned that they will not be able to cover payroll and other minimal operating expenses through the month of September. The Ballet cites a reduction in contributions from donors as a result of a weaker economy post 2001, reductions or eliminations of government support to the arts, as well as more intense competition, most notably from the Miami Performing Arts Center, for contributions from a finite pool of donors, as the major reasons for their decreasing revenues.

Approximately three months into the previous fiscal year (May 2004 – April 2005) it became apparent to the Ballet that they would not be able to achieve their contributed income goal and they immediately reduced their operating budget. At that time they believed that they could survive this crisis by restructuring their debt with a mortgage, payable over 20-30 years, coupled with providing additional fundraising strength, drastic reducing their budget and seeking an annual subsidy from the City.

Commissioner Simon Cruz asked the City Administration to begin working with the Ballet during the fall of 2004 to look for financing so they might refinance their outstanding debt over a more reasonable term, pay off their aged accounts payable and establish a credit line to provide working capital sufficient to see them through the lean part of each season. The City facilitated a meeting for the Ballet with the City's financial advisor and bond counsel to

see if a conduit financing was a viable option. During the meeting the facts that were presented by the Ballet quickly led to the conclusion that this was not a viable option and the likelihood of obtaining financing from any lending institution looked less than hopeful.

During January 2005, the Ballet made a presentation to the Finance and Citywide Projects Committee (the Finance Committee) requesting that the City consent to the Ballet obtaining a leasehold mortgage to achieve this financing. The Committee was in favor of giving consent to a leasehold mortgage subject to the terms and conditions of the actual mortgage. Although the Ballet continued to pursue this option with a number of different financial institutions, the Ballet was unable to obtain a mortgage based on the covenants of the City's ground lease which require that in a default the City would be in first position to be paid and additionally the lease restricts the ability of a lender to use the building for any purpose other than non-profit, preferably cultural.

Based on our review of the Ballet's financial position, additional financing would give them only momentary relief and would not solve the structural financial issues that they have. The Ballet has indicated that without a solution to this financial crisis their alternatives would be to close the Company or seek out a new home that could provide financial assistance.

#### Finance and Citywide Projects Committee Meeting September 12, 2005

The Administration and representatives from the Miami City Ballet including Edward Villella, Founding Artistic Director and CEO, Pamela Gardiner, Executive Director, Mike Eidson Esq., President of the Miami City Ballet Board of Trustees, Rosalind Richter, Vice President and member of Board of Trustees, and Mark Rosenblum, General Manager made a presentation to the Finance Committee at their meeting on September 12, 2005 outlining the Ballet's deteriorating financial condition. The Administration proposed a financial package that would help the Ballet become financially solvent and continue in its cultural partnership with the City as follows:

1. The City would acquire the Ballet's interest in the Miami City Ballet Studio Building for \$4.5 M and lease it back to the Ballet, at a rent of \$1 a year, with terms similar to the ground lease with the New World Symphony, and take over responsibility for the capital maintenance of the facility, and
2. The City would make an additional investment of approximately \$500,000 for capital improvements to the Studio Theater to enable the Ballet to begin performances in this area during early 2006.

Under this proposal, the City would buy the Ballet's interest in the Miami City Ballet Studio Building for \$4.5 M and lease it back to the Ballet, at a rent of \$1 a year, with terms similar to the ground lease with the New World Symphony. The City would also take over responsibility for the capital maintenance of the facility which would include the building and its systems, such as: air conditioning, plumbing, electrical, roofing etc. In this regard, Brad Judd, Director of Property Management, visited the Ballet Studios Building and prepared an assessment of the condition of the facility and its systems which reflects an estimated \$740,000 of capital maintenance and replacements that are necessary over the next two years which include: 1) \$500,000 for a new roof; 2) \$175,000 for replacement of five rooftop air conditioning units; and 3) \$65,000 for pressure-cleaning, waterproofing and painting the exterior of the building.

Further, the Administration recommended that the City make an additional investment of approximately \$500,000 for capital improvements to the Studio Theater to enable the Ballet to begin performances in this area during early 2006. The City also would provide input and review of the Ballet's annual budget and would maintain financial oversight through the appointment of both the City Manager and the City's Chief Financial Officer as voting members of the Ballet's Governing Board.



This amount would allow the Ballet to pay off their existing debt, loans and aged accounts payable which total approximately \$2.5 million and it would provide them with a working capital fund of approximately \$2 million to get them through the financially lean months at the beginning of each season for payroll, licenses, costumes, music and répétiteurs for the upcoming season. The Ballet would return these funds to their working capital fund during the year as revenues were generated and contributions are received. In addition to debt service savings, the Ballet would no longer need to fund building maintenance, repairs and replacement of building equipment, which would also generate significant savings for them over the upcoming years.

Additionally, the Ballet proposed to generate incremental revenues, through additional program performances in the enhanced Studio Theater, the Colony Theater and the Byron-Carlyle Theater which are discussed in more detail in the next paragraph. They indicated that they were also pursuing the development of the "Café Ballet", in the lobby of the Ballet Studios Building, with Bom Dia, one of the largest coffee producers in Brazil. Bom Dia wants to develop the Café as the North American launch location for their limited edition coffees. The terms of this partnership are yet to be negotiated however; Bom Dia has initially indicated that they would fund the capital improvement costs for the Café. The Ballet hoped to be able to serve beer and wine along with light meals, snacks and desserts and provide a place for park and library visitors to enjoy refreshments, along with its own students, patrons and visitors.

As previously mentioned, the Ballet would develop and perform two additional series which will be exclusive to the City at this time. First, a Contemporary Dance Series where audiences would be able to enjoy high quality contemporary dance in the intimate setting that the enhanced Studio Theater would provide. The Ballet explained their plan to develop and produce two Contemporary programs for their upcoming 2006 (Sep 2005 – May 2006) season. The programs would expand to include a Young People's Program in their 2007 season (Sep 2006 – May 2007) designed especially for young audiences, and they would expand their performances to include the newly renovated Colony Theater along with the Byron-Carlyle Theater. These programs would be performed by dancers in their existing Company with choreography not currently in the Ballet's repertoire. To achieve this goal, the Ballet has brought back David Palmer and Yanis Pikieris, former Miami City Ballet principal dancers, and Founding Artistic Directors of Maximum Dance Company. These gentlemen have extensive experience as dancers, choreographers and arts administrators and would work with the Company full-time, to develop and implement the Contemporary Dance Series this season and would add the Young People's Program in 2006-2007.

The Company has committed to perform as a resident company at the new Miami Performing Arts Center (MPAC) and the City is engaged in discussions with the Cirque du Soleil to reconfigure the Jackie Gleason Theater of the Performing Arts for their year-round performances. It is expected that this venture will continue to be profitable for the Ballet; however, the Ballet has agreed only to perform at a financially self-sustaining level. Additionally, the Ballet offered to acknowledge at their performances at the MPAC that they were "Presented by the City of Miami Beach".

The Finance Committee engaged in a lengthy discussion of the proposal and the severity of the Ballet's financial condition. The Committee made the following recommendations:

1. Commissioners Saul Gross and Richard Steinberg recommended that in addition to the \$4,500,000, that the City fund the necessary \$740,000 of capital maintenance and replacements recommended by Mr. Judd, however, it was requested that the Ballet pay for future capital maintenance and replacements and provide annual funding into a reserve for that purpose;

2. The Committee did not agree to fund the \$500,000 for capital improvements to the Studio Theater at this time and suggested that the Ballet might pursue this project at a later date;
3. Commissioner Steinberg requested that the Administration work with the Ballet to outline financial covenants to incorporate into the agreement that would help insure that the Ballet would operate within its available financial resources in the future and not incur debt to meet its operating requirements;
4. Commissioner Cruz requested that the Ballet provide evidence from their lenders that the payments due on loans as of August 31 had been deferred or were held in forbearance while the terms of the City's acquisition of the Ballet Studios Building were negotiated; and
5. In regard to the urgency of the Ballet's current cash flow needs the Committee suggested that the full Commission could approve an advance at their September 21, 2005 meeting, that would be applied toward the City's purchase price for the facility upon execution of a purchase and sale agreement. This advance would supplement operating funds for the Ballet until the specific terms of the purchase and sale agreement could be negotiated.

The Committee directed the Administration to return to the full City Commission at its September 21, 2005 meeting with the following items:

1. A Term Sheet outlining the proposed terms of the purchase and sale agreement for the acquisition of the Ballet's interest in the building including a description of proposed financial covenants to be included in the proposed lease agreement;
2. A letter from each major lender stating that the payments due on loans as of August 31, had been deferred or were held in forbearance while the terms of the City's acquisition of the Ballet Studios building were negotiated;
3. A funding plan for future capital maintenance and replacements and
4. A resolution of the Ballet's Governing Board agreeing to the preliminary terms of the agreement as outlined in the Term Sheet. (The Governing Board of the Ballet is scheduled to meet and consider the sale of the building to the City on Monday Sep. 19, 2005.)

#### Subsequent Discussions with the Ballet

During discussions following the Finance Committee meeting, the Ballet stated that they do not foresee the financial capacity in the near future to provide funding for future capital maintenance and replacements as well as provide the funding to produce the programs (Contemporary and Young People's Series) that the City has requested.

Additionally, the Ballet has indicated that the proposed investment of \$500,000 by the City in enhancements to the Studio Theater would have permitted the Ballet to generate additional revenues by performing in their Studio Theater at an estimated savings of \$20,000 in FY2006 and \$53,200 in FY2007 (\$10,000 per program for three performances and \$13,300 per program for four performances) and would have provided an opportunity to generate some additional revenues from the proposed Café Ballet. Mr. Villella has indicated that in the absence of funding from the City for the Studio Theater he can not afford and therefore can not commit to producing the two new series that the City has requested. Further, Mr. Villella further indicated that in the absence of enhancements to the Studio Theater should the Ballet not be able to perform at the Performing Arts Center because they can not operate

at a financially self-sustaining level, there was no facility on Miami Beach large enough to stage the Company's regular active repertory of programs.

The Administration's concurs with the Ballet's concern regarding their financial capacity at this time to develop and produce these additional programs and continue to meet their existing obligations. As such, the Administration recommends that:

1. The City of Miami Beach acquire the Ballet's interest in the Miami City Ballet Studio Building for \$4.5 M and lease it back to the Ballet, at a rent of \$1 a year, with terms similar to the ground lease with the New World Symphony;
2. That the City provide, \$740,000 to fund imminent major capital replacements which consist of: roof replacement - \$500,000; five rooftop air conditioning units - \$175,000, and pressure-cleaning, waterproofing, and painting of the building exterior - \$65,000;
3. That the City engage VFA to formally assess the costs of lifecycle maintenance for the Ballet building and determine a consistent method of allocating building capital maintenance and replacement costs at that time; and
4. That the City's requirement to develop and produce the Contemporary and Young People's Programs and the Ballet's request to enhance the Studio Theater be deferred at this time.

We believe by taking these steps to consolidate the City's ownership of the Ballet Studio Building, and to provide the funding for imminent major capital replacements, we will provide a path to financial sustainability for the Ballet and gain an extremely valuable asset for the City.

#### City Commission Meeting of September 21, 2005

At the City Commission Meeting of September 21, 2005 the Commission approved the Administration's recommendation to acquire the Ballet Studios Building for \$4.5 million without the studio theater and to provide an estimated \$740,000 to fund the cost of the imminent major capital replacements of the roof, air conditioning units and for pressure-cleaning, waterproofing, and painting of the building exterior. The Commission also deferred the discussion of the requested \$500,000 for the Studio Theater and released the Ballet from the requirement to set aside funding for capital maintenance and replacements of \$90,000 per year for the first three years of the new lease term.

#### Planning Board meeting December 20, 2005

Pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, which requires that the sale, exchange, conveyance or lease of ten (10) years or longer of City property requires approval by a majority (4/7ths) vote of the City's Planning Board (as well as 5/7ths vote of the Mayor and City Commission), the Term Sheet for the proposed new Lease, attached as Exhibit "A", was presented to the Planning Board at its regular meeting on December 20, 2005. The Planning Board approved the proposed Lease between the City and the Ballet, with the terms set forth in the Term Sheet attached as Exhibit "A", but as amended by the additional conditions requested by the Board, as set forth in the Supplemental Term Sheet attached as Exhibit "A-1".

#### Finance and Citywide Projects Committee Meeting December 21, 2005

On December 21, 2005, the City's Finance and Citywide Projects Committee also approved the terms of the proposed Lease, with the terms set forth in Exhibit "A", as amended by the Planning Board's additional conditions, as set forth in Exhibit "A-1"; and

Additionally, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, requires that prior to the sale and/or lease of City property, the City Commission shall hold a public hearing, advertised not less than fifteen (15) days prior to said hearing, in order to obtain citizen input into such proposed sale and/or lease. Therefore, upon the City's purchase and closing on the Building, the Building will become City property which will be leased back to the Ballet; to that end, the Administration requests that the Mayor and City Commission hereby set a public hearing to hear public comment regarding the proposed new Lease of the Building to the Ballet, pursuant to the minimum terms set forth in Exhibits "A" and "A-1", respectively.

JMG/PDW

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING FOR FEBRUARY 8, 2006, TO HEAR PUBLIC COMMENT REGARDING A PROPOSED LEASE AGREEMENT BETWEEN THE CITY AND MIAMI CITY BALLET, INC., FOR THE LEASE OF THE BALLET STUDIO FACILITY BUILDING, LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH, FLORIDA; SAID LEASE SUBJECT TO AND CONTINGENT UPON THE CITY'S PROPOSED PURCHASE OF THE BALLET BUILDING.**

**WHEREAS**, Miami City Ballet, Inc. (MCB or the Ballet) is currently the Lessee under a Ground Lease from the City (as Lessor) of the City owned land located at 2200 Liberty Avenue, Miami Beach, Florida (the Ground Lease); and

**WHEREAS**, under the terms of the Ground Lease, dated April 13, 1994, and as amended, the City initially contributed \$2.5 Million Dollars, as well as the aforesated public land, toward the cost of the MCB Studio Facility Building (said Building and all improvements therein collectively referred to as the Building), which was designed and constructed, and is currently owned, occupied, operated and maintained by the Ballet (under the terms of the existing Ground Lease); and

**WHEREAS**, the Building is an approximately 63,000 square foot facility containing the Ballet's administrative offices, school, studio space, and a gift shop; and

**WHEREAS**, the Ground Lease has a fifty-one (51) year term, which commenced on April 13, 1996, and expires on April 12, 2047; and

**WHEREAS**, recently, the Ballet has encountered serious financial problems which threaten its continued viability and existence, and is in need of additional funding to continue to operate; and

**WHEREAS**, in an effort to assist the Ballet and to continue to house the Ballet's headquarters in the City of Miami Beach, and following extensive discussions and negotiations between the City Administration and the Ballet, the Mayor and City Commission, at its regular meeting on September 21, 2005, as well as the Chairman and Members of the Miami Beach Redevelopment Agency, adopted respective resolutions ratifying a term sheet prepared by the City Administration and the Ballet setting forth the following salient points:

- approving the City's purchase of the Ballet Building at 2200 Liberty Avenue, in the amount of \$4.5 Million Dollars, subject to terms and conditions to be negotiated in a Purchase and Sale Agreement between the City and the Ballet;

- as part of the negotiations for the purchase of the Building, the City also agreed to advance the Ballet monies, in the amount of \$550,000, from City Center/Redevelopment Area funds, to cover a portion of the Ballet's immediate operating expenses pending consummation of the transaction, and to be applied toward the proposed purchase price;
- the Building will be conveyed in its "as is" condition, with the City agreeing (as part of its due diligence) to do an independent survey and study to determine the condition of the structure; should the City move forward with closing—the City will assume the cost (in addition to the purchase price) of any immediate necessary capital repairs, as it deems necessary;
- concurrent with the negotiation of the Purchase and Sale Agreement, the City and the Ballet were also authorized to negotiate a long term Lease Agreement which, following the City's purchase and closing on the Building, would replace the current Ground Lease, and have the City lease the Building back to the Ballet, for its continued use thereunder; and

**WHEREAS**, under the proposed new Lease, the Ballet would continue to occupy, utilize, operate and manage the Building, in accordance with the present uses and purposes of the Building, as well as subject to the minimum terms, as proposed in that certain Term Sheet, dated December 14, 2005, attached hereto and incorporated herein as Exhibit "A", as further amended by that certain Supplemental Term Sheet, dated December 23, 2005, and attached hereto and incorporated herein as Exhibit "A-1"; and

**WHEREAS**, pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, which requires, in part, that the sale, exchange, conveyance or lease of ten (10) years or longer of City property requires approval by a majority (4/7ths) vote of the City's Planning Board (as well as 5/7ths vote of the Mayor and City Commission), the Term Sheet for the proposed new Lease, attached as Exhibit "A" hereto, was presented to the Planning Board at its regular meeting on December 20, 2005; and

**WHEREAS**, the Planning Board approved the proposed Lease between the City and the Ballet, with the terms set forth in the Term Sheet attached as Exhibit "A" hereto, but as amended by the additional conditions requested by the Board, as set forth in the Supplemental Term Sheet attached as Exhibit "A-1" hereto; and

**WHEREAS**, at its regular meeting on December 21, 2005, the City's Finance and Citywide Projects Committee also approved the terms of the proposed Lease, with the terms set forth in Exhibit "A" hereto, as amended by the Planning Board's additional conditions, as set forth in Exhibit "A-1" hereto; and

**WHEREAS**, additionally, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, requires that prior to the sale and/or lease of City property, the City Commission shall hold a public hearing, advertised not less than fifteen (15) days prior to said hearing, in order to obtain citizen input into such proposed sale and/or lease; and

**WHEREAS**, pursuant to the proposed transaction between the City and the Ballet, as set forth in this Resolution, upon the City's purchase and closing on the Building, the Building will become City property which will be leased back to the Ballet; to that end, the Administration requests that the Mayor and City Commission hereby set a public hearing to hear public comment regarding the proposed new Lease of the Building to the Ballet, pursuant to the minimum terms set forth in Exhibits "A" and "A-1", respectively.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission of the City of Miami Beach, Florida, hereby set a public hearing for February 8, 2006, to hear public comment regarding a proposed Lease Agreement between the City and Miami City Ballet, Inc., for the Lease of the Ballet Studio Facility Building, located at 2200 Liberty Avenue, Miami Beach, Florida; said Lease subject to and contingent upon the City's proposed purchase of the Ballet Building.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

11/10/05 12-30-05  
City Attorney Date

**CITY OF MIAMI BEACH  
OFFICE OF THE CITY ATTORNEY**

**MEMORANDUM**

TO: Chairperson and Members of the City of Miami Beach Planning Board

FROM: Patricia Walker, Chief Financial Officer  
Raul J. Aguila, First Assistant City Attorney

SUBJECT: Term Sheet for Proposed Lease Agreement between Miami City Ballet, Inc. (MCB or the Ballet) and the City of Miami Beach, Florida (City) for the MCB Studio Facility Building, and all improvements therein (collectively, the Building), located at 2200 Liberty Avenue, Miami Beach, Florida

DATE: December 14, 2005

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Pursuant to the direction of the Chairperson and Members of the Planning Board at its last regular meeting on October 25, 2005, at which time the Board considered a request by the City, pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, requesting approval of a proposed Lease Agreement between the City and the Ballet, for the Ballet's continued use, operation, and management of the Building located at 2200 Liberty Avenue; said Lease subject to and commencing upon the purchase of the Ballet Building by the City. At that time, the Board continued the item, and requested that the Administration and City Attorney's Office return with a detailed term sheet, outlining the terms and conditions of the proposed Lease. Accordingly, the Administration and City Attorney's have prepared the following term sheet, which addresses the substantive points, terms and conditions, of the proposed Lease. The proposed Lease is of course subject to the City's purchase and closing on the Building, and (in addition to approval of the Planning Board by 4/7ths vote) the Mayor and City Commission's approval of the Lease Agreement, by 5/7ths vote.

1) Background and Purpose:

The Ballet is currently the Lessee under a Ground Lease from the City (as Lessor) of the City owned land located at 2200 Liberty Avenue, Miami Beach, Florida. Under the terms of the Ground Lease, dated April 13, 1994, and as amended, the City initially contributed \$2.5 Million Dollars, as well as the aforesated public land, toward the cost of the Building, which was designed and constructed, and is currently owned, occupied, operated and maintained by the Ballet (under the terms of the Ground Lease). The Building is an



approximately 63,000 square foot facility containing the Ballet's administrative offices, school and studio space. The Ground Lease has a fifty-one (51) year term, which commenced on April 13, 1996, and expires on April 12, 2047. The rent is \$100.00 a year, with the Ballet also responsible for all costs associated with operation and maintenance (capital **and** day-to-day), utilities, licenses and permits, and taxes and assessments.

Recently, the Ballet has encountered serious financial problems which threaten its continued viability and existence, and is in need of additional funding to continue to operate. Efforts by the Ballet to obtain institutional funding have been unsuccessful.

In an effort to assist the Ballet, the City Administration has been engaged in discussions with the Ballet since the Fall of 2004; on September 12, 2005, the Ballet made a presentation to the City's Finance Committee, outlining its deteriorating financial condition. At the City Commission meeting on September 21<sup>st</sup>, 2005, both the Mayor and City Commission and the Chairman and Members of the Miami Beach Redevelopment Agency adopted resolutions ratifying a term sheet prepared by the Administration and MCB setting forth the following:

- approving the City's proposed purchase of the Ballet Building at 2200 Liberty Avenue, subject to terms and conditions to be negotiated in a Purchase and Sale Agreement between the City and the Ballet;
- authorizing a purchase price for the Building, in the amount of \$4.5 Million Dollars; the Purchase Price would be utilized by the Ballet to pay off its existing debt and to fund a working capital account for operating expenses during financially lean months, and (as further set forth in Section 6 hereto) to fund a capital maintenance and replacement fund. (The Building is to be conveyed in its "as is" condition. Prior to closing on the Building, the City will finalize a study, outlining imminent/necessary capital repairs, which are intended to be financed by the City.);
- the City also advanced the Ballet monies, in the amount of \$550,000, from City Center/Redevelopment Area funds, to cover a portion of the Ballet's immediate operating expenses (to allow it to continue to operate in the short term, pending consummation of the transaction with the City). The aforesaid amount is to be applied as an advance (deposit) toward the City's purchase of the Building. In the event the closing falls through, the amount is secured by a lien against the Building;

- concurrent with the negotiation of the Purchase and Sale Agreement, the City and the Ballet were also authorized to negotiate the proposed long term Lease Agreement whereby, following the City's purchase of the Building, the City would lease back the Building to the Ballet, for its continued use thereunder.

Essentially, while the ownership of the Building would be transferred from the Ballet to the City, the City would lease back the Building to the Ballet, and the resulting new Lease (for the Building) would have terms substantially similar to the current Ground Lease; certainly, it is the parties' intent that the Building continue to be utilized, operated and managed by the Ballet in accordance with the present uses and purposes of the Building.

2) Lease Term:

The current Ground Lease with the Ballet is for a term of fifty-one (51) years, which commenced on April 13, 1996, and shall terminate on April 12, 2047.

In the proposed new Lease, the Ballet has requested as long a term as possible; ideally, they would like a ninety-nine (99) year term. The Administration has recommended the Ballet's proposed ninety-nine (99) year term, to be broken up as follows: the initial term shall be for a term of forty (40) years (which is the remainder of the existing term under the Ground Lease), and thereafter, the new Lease shall have renewal terms in ten (10) to fifteen (15) year increments.

3) Rent:

Under the current Ground Lease, the Ballet owns the Building and pays the City a nominal annual rent, for lease of the City-owned land upon which the Building sits, of \$100.00 per year. Under the new Lease for the Building, the parties have agreed to a nominal annual rental amount of \$1.00 per year.

In addition to the payment of the nominal rent above, the Ballet will continue to be responsible for the following additional charges/payments:

- all sales and use taxes (if any);
- all utilities;
- water and sewer charges;
- license and permit fees;
- service charges or special assessments;
- real estate taxes (if any);
- all cost for staffing and operating the Building for the intended uses, as well as all costs for the Ballet's respective maintenance

responsibilities (See Section 6).

4) The Lease Premises:

The new Lease premises shall be defined as the footprint of the Ballet Building, located at 2200 Liberty Avenue, which is an approximately 63,000 square foot structure currently containing the Ballet's administrative offices, school, and studios.

5) Uses:

The Ballet shall continue to use the Building for the continued operation of its dance studio(s), school, and offices; additional permitted uses of the Building shall also include the same uses which were contemplated and approved pursuant to the Ground Lease and which include, but are not limited to, a Ballet Museum, café, restaurant, gift shop, practice rooms, performance halls, and any other use (s) consistent with a regional ballet company.

Any additional uses of the Building, other than those permitted above, or which would not be consistent with the management and operation of a ballet company, must be approved in writing by the City prior to commencement of same.

6) Maintenance Responsibilities:

Under the Ground Lease, as the owner of the Building, the Ballet was responsible for **all** maintenance associated with the Building (capital and day-to-day, as well as exterior and landscaping).

Since (upon purchase by the City) the Building will become a City asset, the City agrees to assume responsibility for ongoing maintenance and repair of **major** capital and infrastructure items including, but not limited to, the roof, HVAC system, the plumbing and electrical system, and the exterior walls and landscaping. Notwithstanding the preceding sentence, while the City shall assume the work and physical responsibility for the aforesaid maintenance obligations, the Ballet will be responsible for funding any and all **costs** for same, through the creation of the funds set forth in subsections (1) and (2) below.

The Ballet shall also continue to be responsible for the day-to-day interior maintenance, housekeeping, day-to-day repairs, and garbage disposal and pick-up for the Building, and shall be required to keep the Building in good condition, ordinary wear and tear excepted.

To that end, it is the City's intent to guarantee the ongoing maintenance, repair, and upkeep of the Building by including the following covenant into the proposed new Lease Agreement:

- Capital Maintenance and Replacement Fund - The Ballet will be responsible for funding a reserve for the long term capital maintenance of the Building. The current estimate for the annual funding of this reserve is \$90,000; however, at the September 21, 2005 City Commission meeting a motion was made by Commissioner Gross and approved by the City Commission to waive the Ballet's obligation to fund the reserve for the first three (3) years of the new Lease term.

7) Insurance Requirements:

Since (upon purchase by the City), the Building will become a City asset, it will be included under the City's Self Insurance Fund. Notwithstanding the preceding sentence, the new Lease shall continue to require that the Ballet maintain, throughout the term therein, the following **Minimum Insurance Requirements:**

- Comprehensive General Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000), combined single limits;
- Comprehensive Public Liability Insurance, against any liability for bodily injury, death, and property damage, in an amount not less than One Million dollars (\$1,000,000), combined single limits;
- Excess Liability coverage with limits of not less than Two Million Dollars (\$2,000,000);
- Workers Compensation in at least the minimum amounts required by Florida law;
- All insurance coverage shall name the City of Miami Beach, Florida, and the Miami Beach Redevelopment Agency as additional insureds.

8) Indemnification/Hold Harmless:

In addition to the required minimum insurance coverages in Section 7 above, the Ballet shall continue (as currently required under the Ground Lease) to indemnify and hold the City harmless against all liabilities, expenses and losses incurred by the City as a result of the Ballet's failure to perform any covenant required to be performed by the Ballet under the proposed Lease; or any accidents, injury or damage which shall happen in or about the Building or appurtenances, or resulting from the condition, maintenance or operation of the Building by the Ballet; or failure of the Ballet to comply with any requirements of any governmental authority. The Ballet shall also, upon

demand by the City, and at the Ballet's sole cost and expense, resist or defend such action, claim, or proceeding, in the City's name, if necessary, by such attorney as the City shall approve, which approval shall not be unreasonably withheld.

(9) Events of Default by the Ballet:

Each of the following events shall constitute events of default by the Ballet under the Lease:

- Any monetary failure of the Ballet to pay any rent or other additional charges/payments due under the Lease after the same shall become due, provided that the City shall give written notice to the Ballet and the Ballet shall have a thirty (30) day cure period;
- Abandonment of the Building;
- Non-monetary defaults – any failure of the Ballet to perform any term, condition, or covenant of the Lease for more than sixty (60) days after written notice of such default shall have been given to the Ballet by the City; or
- Bankruptcy - failure of the Ballet to cure, within sixty (60) days of the occurrence of any of the following:
  - i) Ballet shall become bankrupt or shall file any debtor proceedings;
  - ii) Ballet shall take or have taken against it a petition in bankruptcy, or for the appointment of a receiver; or
  - iii) Ballet makes an assignment for the benefit of creditors.

In the event of a default, the City may avail itself of any and all remedies, at law or in equity, as it deems necessary to cure the default and to compensate it for damages resulting from the default, **including but not limited to terminating the Lease**. In the event of termination of the Lease, all rights and interest of the Ballet in and into the Building and every part thereof shall cease and terminate and the City may (in addition to any and all other rights and remedies) re-enter and re-take the Building.

(10) Assignment or Sublease:

There shall be no assignment or sublease of all or any portion of the Lease without the prior written consent of the Mayor and City Commission.

(11) City Participation:

The Ballet agrees that it shall appoint the City Manager and the City's Chief Financial Officer as voting members to its Board of Trustees for each and every year of the term of the Lease. Additionally, the City Manager and the City's Chief Financial Officer shall have input and review of the Ballet's annual budget, as well as continued financial oversight.

In addition to the aforestated substantive points of the proposed Building Lease, the City will of course include any and all standard boiler-plate language that is included in, and made a part of, all agreements for leases of City-owned property. In addition to the approval of the Planning Board, and the 5/7ths approval of the Mayor and City Commission, the proposed Lease shall also be subject to compliance with the City Code requirements pertaining to leases of City-owned property, which requirements include (among others) approval of the final Lease Agreement following a noticed public hearing. Additionally, the City Code requires a Planning Department analysis of the proposed Lease; said analysis was previously prepared by the Planning Department and is included separately as a supplemental attachment to this item.

**CITY OF MIAMI BEACH  
OFFICE OF THE CITY ATTORNEY**

**MEMORANDUM**

TO: Mayor David Dermer and  
Members of the City Commission

FROM: Raul J. Aguila, First Assistant City Attorney  
Trish Walker, Chief Financial Officer

SUBJECT: **SUPPLEMENT** to that certain Term Sheet, dated December 14, 2005, for Proposed Lease Agreement between the City and Miami City Ballet, Inc., for the Lease of the Ballet Studio Facility Building, located at 2200 Liberty Avenue, Miami Beach, Florida.  
(Incorporating Planning Board comments from December 20, 2005 Meeting)

DATE: December 23, 2005

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Pursuant to the Planning Board's consideration and approval of the above-referenced proposed Lease Agreement between the Ballet and the City for the Ballet Building located at 2200 Liberty Avenue, Miami Beach, Florida, at its regular meeting on December 20, 2005, the Board approved the item subject to the following additional conditions being incorporated into the proposed new Lease. It should be noted that, following the Planning Board meeting, the foregoing conditions were also presented, in conjunction with a full discussion of the above-referenced proposed Lease, to the Finance and Citywide Projects Committee of December 21, 2005 and, together with the terms set forth in the initial Term Sheet, dated December 14, 2005, were approved by the Committee.

The additional terms imposed by the Planning Board pursuant to its approval of the proposed Lease are as follows:

- With regard to Section 2 of the Term Sheet (dated December 14, 2005), the Planning Board, while not opposed to the proposed ninety-nine (99) year term requested by the Ballet (said term having an initial term of forty (40) years and, thereafter, renewal terms of ten (10) or fifteen (15) year increments) requested that, with regard to the parties' exercise of the renewal terms, there be criteria provided in the Lease (as shall be negotiated between the City and the Ballet) for exercise of said renewal terms, so that the terms are not exercised automatically without Administrative review of

any criteria. Additionally, the Ballet should be obligated to provide the City with prior written notice of its intent to exercise any renewal term.

- With regard to Section 5 of the December 14, 2005 Term Sheet, which contemplated that one of the permitted uses for the Building would be to allow the Ballet to operate and maintain (whether directly or through a sub-concessionaire) a café/restaurant, the Board recommended that, while it did not object to the Ballet operating and maintaining a café as an ancillary or accessory use to the facility (similar to those currently operated within the Bass Museum of Art and the Wolfsonian Museum), the term "restaurant" should be deleted.
- With regard to Section 6 of the December 14, 2005 Term Sheet, which requires the Ballet to establish a Capital Maintenance and Replacement Fund, to be funded annually throughout the term of the Lease by the Ballet, in the amount of \$90,000, for the purpose of securing funds for the long term capital maintenance of the Building, at the September 21, 2005 City Commission meeting, a motion was made and accepted to waive the Ballet's obligations to fund said reserve for the first three (3) years of the new Lease term. The Planning Board, however, opined that the \$90,000 Ballet contribution for the first three (3) years should not be waived. However, while the Ballet would not be excused from the financial obligation to make said payments for the first three (3) years of the Lease term, the payments (totaling \$270,000) could be apportioned over the initial forty (40) year term of the Lease. Additionally, the Planning Board recommended, and the City Administration concurred, that the \$90,000 annual contribution have an annual CPI adjustment.
- The Planning Board requested that a provision be included in the proposed Lease that, in the event of destruction of the Building as a result of a force majeure (hurricane, fire, or other Act(s) of God), the City would have no obligation to rebuild the Building. At the Finance and Citywide Projects Committee, the Ballet concurred with the Board's condition, but requested that the Lease also contain language which would allow the Ballet, in such an event, to rebuild the facility at its sole cost and expense. As the Ballet's request was not inconsistent with the Board's condition, the Administration and City Attorneys Office do not object to the inclusion of this language.
- Finally, the Planning Board requested that, upon the City's purchase and closing of the Building (and hence upon the Building becoming a City asset and therefore "City property"), it comply with the City's Ordinance for Naming of Public Facilities, Monuments, and Memorials.



As required pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, the Planning Board approved the above-referenced proposed Lease Agreement between the Ballet and the City, subject to the terms and conditions set forth in the Term Sheet, dated December 14, 2005, and as amended by the Board's additional conditions, as set forth in this Supplement. The December 14, 2005 Term Sheet, as amended by this Supplement, was also approved by the Finance and Citywide Projects Committee at its December 20, 2005 meeting, with the recommendation that the presentation of the proposed new Lease proceed to the City Commission. Accordingly, it is the Administration's intent to proceed with setting the required public hearing for the Mayor and City Commission's consideration of the proposed Lease.

Should you have any questions or comments regarding the above, please do not hesitate to contact me.

RJA/ed

c: Jorge Gomez, Planning Director

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**Condensed Title:**

A Resolution Approving The Communications Site Lease Agreement With Nextel South Corporation ("NEXTEL"); Authorizing The Mayor And City Clerk To Execute The Communications Site Lease Agreement.

**Key Intended Outcome Supported:**

Improve process through information technology.

**Issue:**

Whether the City Commission should approve the resolution?

**Item Summary/Recommendation:**

The City will lease to Nextel approximately Two Thousand Five Hundred (2,500) square feet of space on the roof located at 1550 Collins Avenue in the City of Miami Beach (the "Building"). The Building and cable tray, conduit and riser space, and all other access and utility easements necessary or desirable therefor (collectively, "Premises") as may be described generally in Exhibit B annexed hereto.

The term of Nextel's tenancy shall commence on the installation of the Nextel Facilities (as defined in Paragraph 6 of the Agreement) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. The Agreement may be extended for one (1) successive four (4) year period at the same terms and conditions as set forth in the Agreement.

Nextel shall pay to the City \$3,000.00 per month as rent. Additionally, within 45 days following the date of execution of the Agreement, Nextel will give the City 20 unactivated Blackberry data units if the City chooses to utilize such units for communications purposes. The City shall be responsible for activating such units and paying all activation and monthly service, and other related fees associated with such units.

In addition, Nextel shall install, at its sole cost and expense, six (6) strands of fiber optic cable, which shall run from the City of Miami Beach's Police Department, located at 1100 Washington Avenue, to the City of Miami Beach's City Hall, located at 1700 Convention Center Drive. The fiber optic cable will be left in a disconnect mode and the City will bear all costs and the expenses related to attaching the fiber optic cable to the existing, City owned telecommunications equipment for the City's exclusive use.

ADOPT THE RESOLUTION.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
<b>Total</b>			

OBPI

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Gus Lopez, extension 6641.

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
GA	PDW	JMG

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MIAMIBEACH

AGENDA ITEM C7M  
DATE 1-11-06



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: January 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, APPROVING THE COMMUNICATIONS SITE LEASE AGREEMENT WITH NEXTEL SOUTH CORPORATION ("NEXTEL") IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000) PER MONTH, FOR APPROXIMATELY TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET OF SPACE ON THE ROOF OF THE BUILDING LOCATED AT 1550 COLLINS AVENUE, MIAMI BEACH, FOR THE LIMITED PURPOSE OF NEXTEL MAKING APPROPRIATE ENGINEERING AND BOUNDARY SURVEYS, INSPECTIONS, AND OTHER REASONABLY NECESSARY INVESTIGATIONS AND SIGNAL, TOPOGRAPHICAL, GEOTECHNICAL, STRUCTURAL AND ENVIRONMENTAL TESTS AND CABLE TRAY, CONDUIT AND RISER SPACE, AND ALL OTHER ACCESS AND UTILITY EASEMENTS NECESSARY OR DESIRABLE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE COMMUNICATIONS SITE LEASE AGREEMENT ATTACHED HERETO.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City owns a parcel of land ("Land") upon which a parking deck is constructed and located at 1550 Collins Avenue in the City of Miami Beach (the "Building"). The Building and the Land are collectively referred to herein as the "Property." The Land will be more particularly described in Exhibit A annexed hereto.

The City will lease to Nextel approximately Two Thousand Five Hundred (2,500) square feet of space on the roof of the Building and cable tray, conduit and riser space, and all other access and utility easements necessary or desirable therefore (collectively, "Premises") as will be described generally in Exhibit B annexed hereto.

The Communications Site License Agreement ("Agreement"), which has been approved as to form and language and for execution by the City Attorney's Office and is attached hereto, shall be effective on the date of full execution. Beginning on the effective date and continuing until the term commencement date as defined in Paragraph 3 of the attached Agreement, Nextel shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Nextel may deem

necessary or desirable to determine the physical condition, feasibility and suitability of the Premises.

The City and Nextel expressly acknowledge and agree that Nextel's access to the Property solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property.

The term of Nextel's tenancy shall commence on the installation of the Nextel Facilities (as defined in Paragraph 6 of the Agreement) or eighteen (18) months following the Effective Date. The Agreement may be extended for one (1) successive four (4) year period at the same terms and conditions as set forth in the Agreement.

Nextel shall pay to the City \$3,000.00 per month as rent. Additionally, within 45 days following the date of execution of the Agreement, Nextel will give the City 20 unactivated Blackberry data units if the City chooses to utilize such units for communications purposes. The City shall be responsible for activating such units and paying all activation and monthly service, and other related fees associated with such units.

Nextel shall install, at its sole cost and expense, and grant to the City six (6) strands of fiber optic cable for the City's exclusive use, which shall run from the City of Miami Beach's Police Department, located at 1100 Washington Avenue, to the City of Miami Beach's City Hall, located at 1700 Convention Center Drive. The fiber optic cable will be left in a disconnect mode and the City will bear all costs and the expenses related to attaching the fiber optic cable to the existing, City owned telecommunications equipment.

The Premises may be used by Nextel for any lawful activity in connection with the provision of communications services, and the City shall have the ongoing right to perform such Investigations and Tests as the City may deem necessary or desirable. The City will cooperate with Nextel, at no out of pocket expense to the City, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Nextel's intended use of the Premises.

Nextel will have the right, within the Premises, to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room in, adjacent to, or on the roof of the Building, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore (referred to in the attached Agreement as "Nextel Facilities").

Nextel will have the right to do all work necessary to prepare, maintain and alter the Premises for Nextel's business operations and to install transmission lines connecting the antennas to the transmitters and receivers.

All of Nextel's construction and installation work shall be performed at Nextel's sole cost and expense and in a good and workmanlike manner. Nextel shall hold title to the Nextel Facilities and all of the Nextel Facilities shall remain Nextel's personal property and are not fixtures. Nextel has the right to remove the Nextel Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, and Nextel shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of the Agreement, Nextel shall remove the Nextel Facilities from the Property and restore the Premises to the original condition prior to the Effective Date, reasonable wear and tear excepted.

Nextel shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Nextel shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property. In connection therewith, The City hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of The City's Property as necessary or desirable therefore. The City agrees to sign such documents or easements, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to The City and the servicing utility company.

Nextel, Nextel's employees, agents and contractors shall have access to the Premises without notice to the City twenty-four (24) hours a day, seven (7) days a week, at no charge.

The City grants to Nextel, and Nextel's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement will be described in Exhibit B of the attached Agreement.

The City shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. The City shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Nextel's use of such roadways.

Nextel shall operate the Nextel Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of the City or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Nextel Facilities.

Subsequent to the installation of the Nextel Facilities, the City will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by the City, if such modifications are likely to cause interference with Nextel's operations. In the event interference occurs, the City agrees to use reasonable efforts to eliminate such interference in a reasonable time period. The City's failure to comply with this paragraph shall be a material breach of the Agreement.

If personal property taxes are assessed, Nextel shall pay any portion of such taxes directly attributable to the Nextel Facilities. The City shall pay when due all real property taxes, assessments and deferred taxes on the Property.

The City waives any lien rights it may have concerning the Nextel Facilities, all of which are deemed Nextel's personal property and not fixtures, and Nextel has the right to remove the same at any time without The City's consent provided Nextel repairs and restores the Premises pursuant to paragraph 6(a) of the Agreement.

The Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that the Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by either party, if Nextel does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Nextel Facilities; or (iii)

by either party, if Nextel is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by either party, if any environmental report for the Property reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Nextel if Nextel determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Nextel if the City fails to deliver to Nextel an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) of the Agreement.

Nextel, at Nextel's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Nextel, its employees and agents arising out of or in connection with Nextel's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Nextel shall provide the City with a certificate of insurance ("COI") evidencing the coverage required by Paragraph 12 of the attached Agreement.

Either party may maintain a program of self-insurance against the above risks with actuarially determined levels of protection no less than the above stated amounts.

### **CONCLUSION**

The Administration recommends that the Mayor and City Commission approve the attached resolution, which approves a Communications Site Lease Agreement with Nextel South Corporation and authorizes the Mayor and City Clerk to execute the Communications Site Lease Agreement attached hereto.

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**COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)**

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of \_\_\_\_\_, 2006, by Nextel South Corp., a Georgia corporation ("Nextel" or "Tenant"), and the City of Miami Beach, a Florida municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") upon which a parking deck (hereinafter referred to as the "Building") is constructed located in the City of Miami Beach, County of Miami-Dade, State of Florida, commonly known as 1550 Collins Ave. APN: \_\_\_\_\_. The Building and the Land are collectively referred to herein as the "Property." The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Nextel and Nextel leases from Owner approximately Two Thousand Five Hundred (2,500) square feet of space on the roof of the Building and cable tray, conduit and riser space, and all other access and utility easements necessary or desirable therefor (collectively, "Premises") as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Nextel shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence on the installation of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for one (1) successive four (4) year period ("Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each such Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to the commencement of the succeeding Renewal Term, which notice shall be delivered to Landlord no later than ninety (90) days prior to the expiration of the Term.

4. **Rent.**

(a) Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent Three Thousand and 00/100 Dollars (\$3,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 1700 Convention Center Drive Miami Beach Florida 33139; Attention: C.F.O. Patricia Walker. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

(b) Within forty five (45) days following the date of execution of this Agreement, Tenant will give Landlord twenty (20) unactivated Blackberry data units. If Landlord chooses to utilize such units for communications purposes, Landlord shall be responsible for activating such units and paying for all activation, monthly service, and other related fees associated with such units. In addition, Tenant shall install, at its sole cost and expense, six (6) strands of fiber optic cable, which shall run from the City of Miami Beach's Police Department, located at 1100 Washington Avenue, to the City of Miami Beach's City Hall, located at 1700 Convention Center Drive. The installation of the fiber optic cable shall be performed pursuant to Tenant's construction schedule, but shall be completed no later than \_\_\_\_\_. Upon completion of the installation and construction of the six (6) strands of fiber optic cable, all right, title and interest shall fully vest in the Landlord. Landlord shall have exclusive use of the six (6) strands of fiber. Landlord understands and agrees that the fiber optic cable will be left in a disconnect mode and the Landlord shall bear all costs and expenses related to attaching the fiber optic cable to the existing, City owned telecommunications equipment.

5. Use. From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access.

(a) Tenant has the right, within the Premises, to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room in, adjacent to, or on the roof of the Building, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefor ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property and restore the Premises to the original condition prior to the Effective Date, reasonable wear and tear excepted.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefor. Landlord agrees to sign such documents or easements, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement are described generally in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7. Interference.

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use reasonable efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. Taxes. If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay when due all real property taxes, assessments and deferred taxes on the Property.



## 9. Waiver of Landlord's Lien.

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent provided Tenant repairs and restores the Premises pursuant to paragraph 6(a) above.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by either party, if Tenant does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by either party, if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by either party, if any environmental report for the Property reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, either party may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If either party chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

## 12. Insurance.

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12.

(c) Either party may maintain a program of self-insurance against the above risks with actuarially determined levels of protection no less than the above stated amounts.

13. **Waiver of Subrogation.** Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Property or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at

the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by any of the risks insured against under any insurance policy required by Paragraph 12.

**14. Liability and Indemnity.** To the extent permitted by Florida law, and subject to Landlord's limitation of liability as provided in Section 768.28, Florida Statutes, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Property. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

**15. Assignment and Subletting.** Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**16. Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Property in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

**17. Repairs.** Tenant shall repair any damage to the Premises or Property caused by the negligence or willful misconduct of Tenant. Upon expiration or termination hereof, Tenant shall repair and restore the Premises to substantially the condition in which it existed as of the Effective Date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

**18. Hazardous Material.**

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) Landlord will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other, to the extent permitted by law, harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

#### **19. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Property and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

**Landlord:**

City of Miami Beach  
Patricia Walker  
Chief Financial Officer  
1700 Convention Center Drive  
Miami Beach FL 33139  
Phone:

**With a copy to:**

Eleni Pantaridis, Esq.  
Leibowitz & Associates, PA  
One SE Third Avenue, Suite 1450  
Miami, FL 33131

**Tenant:**

Nextel South Corp., a Georgia corporation  
851 Trafalgar Court, Suite 300 East  
Maitland, FL 32751  
Attn: Property Manager  
Phone: (407) 838-5334

**With a copy to:**

Nextel South Corp.  
2001 Edmund Halley Drive  
Reston, VA 20191-3436  
Attn: Regional Legal Services, Contracts Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, TENANT AND LANDLORD EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Property is located.

(h) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(m) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(n) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(o) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(p) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. **Marking and Lighting Requirements.** Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Tenant be cited because the Property is not in compliance and should Landlord fail to cure the conditions of noncompliance, Tenant may terminate this Agreement.

21. **Supplier Diversity.** Nextel is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Nextel that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Nextel and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

**LANDLORD:**

The City of Miami Beach, a Florida municipal  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax I.D.: \_\_\_\_\_

Diverse Supplier: ☐ Yes ☐ No

Witnesses for \_\_\_\_\_:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT:**

Nextel South Corp., a Georgia corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witnesses for \_\_\_\_\_:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

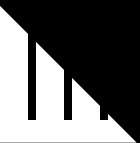
**EXHIBIT A****DESCRIPTION OF LAND**

to the Agreement dated \_\_\_\_\_, 200\_\_, by and between the City of Miami Beach, a Florida municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN:

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

**EXHIBIT B****DESCRIPTION OF PREMISES**

to the Agreement dated \_\_\_\_\_, 200\_\_, by and between the City of Miami Beach, a Florida municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

**Notes:**

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), the type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

**EXHIBIT C**

to the Agreement dated \_\_\_\_\_, 200\_\_, by and between the City of Miami Beach, a Florida municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

**RECORDED AT REQUEST OF, AND  
WHEN RECORDED RETURN TO:**

Nextel South Corp., a Georgia corporation  
851 Trafalgar Court, Suite 300 East  
Maitland, FL 32751  
Attn: Property Manager

**MEMORANDUM OF AGREEMENT**

This MEMORANDUM OF AGREEMENT is entered into on \_\_\_\_\_, 200\_\_, by the City of Miami Beach, a municipal corporation, with an address at 1700 Convention Center Drive, Miami Beach Florida 33139 (hereinafter referred to as "Owner" or "Landlord") and Nextel South Corp., a Georgia corporation, with an office at 851 Trafalgar Court, Suite 300 East, Maitland, Florida 32751 (hereinafter referred to as "Nextel" or "Tenant").

1. Owner and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of \_\_\_\_\_, 2006, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Nextel's tenancy under the Agreement is for five (5) years commencing on \_\_\_\_\_, 2006, ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with one (1) successive four (4) year option to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

**LANDLORD:****TENANT:**

The City of Miami Beach, a municipal corporation

Nextel South Corp., a Georgia corporation

By: **EXHIBIT ONLY - DO NOT EXECUTE**

By: **EXHIBIT ONLY - DO NOT EXECUTE**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

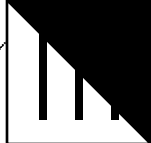
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Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ for the City of Miami  
Beach, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity,  
and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ for Nextel South Corp., a Georgia corporation, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person,  
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)  
Notary Public

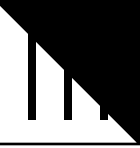
My commission expires: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT****EXHIBIT A****DESCRIPTION OF LAND**

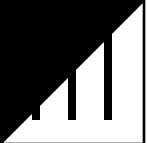
to the Memorandum of Agreement dated \_\_\_\_\_, 200\_\_\_\_, by and between the City of Miami Beach, a municipal corporation, as Landlord, and Nextel South Corp., a Georgia corporation, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**



## **RESOLUTION TO BE SUBMITTED**



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